रजिस्ट्री सं० डी० एल० (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 24] नई दिल्ली, जून 11—जून 17, 2006, शनिवार/ज्येष्ठ 21—ज्येष्ठ 27, 1928
No. 24] NEW DELHI, JUNE 11—JUNE 17, 2006, SATURDAY/JYAISTHA 21—JYAISTHA 27, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 जून, 2006

का.आ. 2290.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 की अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार के गृह (जे.) विभाग, थिरूवनंतपुरम की दिनांक 19 अक्तूबर, 2005 की अधिसूचना संख्या-40447/जे. 2/2005/गृह द्वारा प्राप्त सहमति से केरल के विभिन्न भागों से चीतों तथा तेंदुओं की खाल जब्त किए जाने के संबंध में (i) मुथंगा रेंज ऑफ वयानड वन्यजीव अभ्यारण के ओ. आर. 5/05 मामले में निहित वन्यजीवन (संरक्षण) अधिनियम, 1972 की धारा 51 के तहत दंडनीय, धारा 9, 27, 31, 32, 39(1)ख, 44 के तहत किए गए अपराधों (ii) थेकेडी रेंज ऑफ पेरियार टाइगर रिजर्व के ओ.आर. 15/05 मामले में वन्यजीवन (संरक्षण) अधिनियम, 1972 की धारा 51 के तहत दंडनीय, धारा 9, 29, 31 और 39 के तहत किए गए अपराधों और (iii) देवीकुलम रेंज ऑफ फोरेस्ट डिवीजन के ओ.आर. 48/05 मामले में निहित, वन्यजीवन (संरक्षण) अधिनियम, 1972 की धारा 51 के तहत दंडनीय, धारा 9, 20, 30, 31, 39, 40(1), (2), 44, 48(क), 49(क), (ख), 49ख के तहत किए गए अपराधों तथा उपर्युक्त अपराधों से जुड़े अथवा उनसे संसक्त अन्य अपराधों अथवा प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों या उसी संव्यवहार के अनुक्रम में अथवा उन्हीं तथ्यों से उद्भूत किए गए किन्हीं अन्य अपराधों का अन्वेषण करने हेतु एतद्द्वारा दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण केरल राज्य पर करती है।

[सं. 228/24/2006-एवीडी (II)]

चन्द्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 7th June, 2006

S.O. 2290 .—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Estalishment Act, 1946 (Act No. 25 of 1946), the Central Government wih the consent of the State

Government of Kerala Home (J) Department, Thiruvanthapuram vide notificaion No. 40447/J2/2005/ Home dated 19th October 2005, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to whole of the State of Kerala for investigation of the offences (i) u/ss. 9, 27, 31, 32, 39(1), (b) 44 punishable under Section 51 of Wildlife (Protection) Act, 1972 involved in OR. 5/05 of Muthanga Range of Wayanad Wildlife Sanctuarly, (ii) u/ss. 9, 29, 31 and 39 punishable under Section 51 of Wildlife (Protection) Act, 1972 in OR. 15/05 of Thekkady Range of Periyar Tiger Reserve and (iii) u/s 9, 20, 30, 31, 39, 40(1), (2), 44, 48(a), 49(a), (b), 49B punishable under Section 51 of Wildlife (protection) Act, 1972 involved in OR. 48/05 of Devikulam Range of Forest Division regarding seizure of Tiger and Leopard skins from different parts of Kerala and other offence(s) or attempt, abetment and conspiracy in relation to or in connection with the said offence(s) committed in course of the same transaction or arising out of the same fact or facts in relation to the aforesaid case.

[No. 228/24/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय)

सिलीगुड़ी, 29 मई, 2006

संख्या 1/2006-सीमा शुल्क (एनटी)

का. आ. 2291.—एतद्द्वारा सीमा शुल्क अधिनियम, 1962 की धारा 9 के तहत अधिसूचना संख्या-33/1994-सीमा शुल्क (एन टी) दिनांक 01-07-1994 सह भारत सरकार, वित्त एवं कंपनी कार्य मंत्रालय, राजस्व विभाग, केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के परिपत्र संख्या-31/2003-सीमा शुल्क, दिनांक 7-4-2003 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कामक्षी जूट उद्योग लिमिटेड, प्लॉट संख्या 114 से 121, डब्ल्यू. बी. आई. आई. डी. सी. विकास केन्द्र, पो. चकचका, कूचबिहार, पश्चिम बंगाल को सीमाशुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत विकास आयुक्त, फलता विशेष आर्थिक क्षेत्र वाणिज्य मंत्रालय, भारत सरकार द्वारा अनुमोदित शतप्रतिशत निर्यातोन्मुख उपक्रम स्थापित करने के प्रयोजन के लिए भंडागार केन्द्र घोषित किया जाता है।

[सी.नं. V(30)37/सी.ई./टेक/एस.एल.जी./05]

मीनाक्षी पासी, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE)

Siliguri, the 29th May, 2006

No. 1/2006-Customs (NT)

S.O. 2291.—In exercise of the powers conferred under Section 9 of the Customs Act, 1962 as delegated by notification No. 33/1994-Customs (NT) dated 1st July, 1994 read with Government of India, Ministry of Finance and Company Affairs, Department of Revenue, Central Board of Excise and Custom's Circular No. 311/2003-Customs dated 7-4-2003 the premises of M/s. Kamakshi Jute Industries Ltd., Plot Nos. 114 to 121, WBIIDC Growth Centre, P.O. Chakchaka, Coochbehar, West Bengal is hereby declared to be Warehousing Station under Section 9 of the Customs Act, 1962 for the purpose of setting up of 100 per cent Export Oriented Unit as approved by the Development Commissioner, Falta Special Economic Zone, Ministry of Commerce, Government of India.

[C. No. V(30-37/CE/TECH/SLG/05]

MEENAKSHI PASSI, Commissioner

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 25 मई, 2006

(आयकर)

का. आ. 2292.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि **"उत्तरांचल स्टेट सीड एंड ऑर्गेनिक प्रोडक्शन सर्टिफिकेशन एजेंसी, एम-4, चन्द्रलोक कॉलोनी, 101, राजपुर रोड, देहरादून"** (इसके पश्चात् "संस्था" कहा गया है) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अध्यधीन कर **कर निर्धारण वर्ष 2002-2003 से 2004-2005** तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

(i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इनकी स्थापना की गई है तथा उस मामले में जहाँ इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पन्द्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;

(ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) मे विनिदिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति

के लिए प्रासंगिक न हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

(iv) संस्था के विघटन की स्थिति में अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले किसी संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था के आय के कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाएगा।

[अधिसूचना सं. 123/2006/फा. सं. 197/18/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

(Central Board of Direct Taxes)

New Delhi, the 25th May, 2006

(INCOME TAX)

S. O. 2292.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of **"Uttranchal State seed and Organic Production Certification Agency, M-4, Chandralok Colony, 101, Rajpur Road, Dehradun"** (hereinafter the "Institution") shall not be included in the total income of such person as assessable for the **Assessment Years 2002-2003 to 2004-2005** subject to the following conditions :

(i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

(ii) the Institution will not invest or deposit is fund (other than voluntary contribution received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the institution and separate books of account are maintained in respect of such business;

(iv) the Institution will regularly file its return of income before the Income tax authority in accordance with the provisions of the Income tax Act, 1961;

(v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of Income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income tax Act, 1961.

[Notification No. 123/2006/F. No. 197/18/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 25 मई, 2006

(आयकर)

का. आ. 2293.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि **"राष्ट्रीय महिला कोष, कमरा सं. 645, शास्त्री भवन, राजेन्द्र प्रसाद रोड, नई दिल्ली" (इसके पश्चात् "संस्था" कहा गया है)** की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अध्यधीन **कर निर्धारण वर्ष 2003-2004 से 2005-2006** तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

(i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहां इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पन्द्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पांच वर्ष से अधिक नहीं होनी चाहिए;

(ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक न हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

(iv) संस्था के विघटन की स्थिति में अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले किसी संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था के आय के कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाएगा।

[अधिसूचना सं. 124/2006/फा. सं. 197/02/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 25th May, 2006

(INCOME TAX)

S. O. 2293.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of **"Rashtriya Mahila Kosh, Room No. 645, Shastri Bhawan, Rajendra Prasad Road, New Delhi"** (hereinafter the "Institution") shall not be included in the total income of such person as assessable for the **Assessment Years 2003-2004 to 2005-2006** subject to the following conditions :

(i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

(ii) the Institution will not invest or deposit is fund (other than voluntary contribution received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the institution and separate books of account are maintained in respect of such business;

(iv) the Institution will regularly file its return of income before the Income tax authority in accordance with the provisions of the Income tax Act, 1961;

(v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization will similar objectives.

This notification is applicable only to the recipients of Income on behalf of the Institution and not to any other receipt or income of such recipients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income tax Act, 1961.

[Notification No. 124/2006/F. No. 197/02/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 25 मई, 2006

आयकर

का. आ. 2294.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि **"मुख्य मंत्री का भूकम्प राहत कोष, महाराष्ट्र, मंत्रालय, मदाम कामा रोड, मुम्बई"** (**इसके पश्चात् "संस्था" कहा गया है**) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अध्यधीन कर **कर निर्धारण वर्ष 2003-2004 से 2005-2006** तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

(i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहां इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पन्द्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पाँच वर्ष से अधिक नहीं होनी चाहिए;

(ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक न हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

(v) संस्था के विघटन की स्थिति में अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले किसी संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था के आय की कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाएगा।

[अधिसूचना सं. 125/2006/फा. सं. 197/30/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 25th May, 2006

(INCOME TAX)

S. O. 2294.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of **"Chief Minister's Earthquake Relief Fund, Maharashtra, Mantralaya, Madam Cama Road, Mumbai"** (hereinafter the "Institution") shall not be included in the total income of such person as assessable for the **Assessment Years 2003-2004 to 2005-2006** subject to the following conditions :

(i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

(ii) the Institution will not invest or deposit its fund (other than voluntary contribution received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the Section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the institution and separate books of account are maintained in respect of such business;

(iv) the Institution will regularly file its return of income before the Income tax authority in accordance with the provisions of the Income tax Act, 1961;

(v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of Income on behalf of the Institution and not to any other receipt or income of such recepients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income tax Act, 1961.

[Notification No. 125/2006/F. No. 197/30/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 29 मई, 2006

(आयकर)

का. आ. 2295.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि **"दि हिन्दू वीमेन्स वेलफेयर सोसायटी, श्रद्धानन्द महिलाश्रम, श्रद्धानन्द मार्ग, माहेश्वरी उद्यान, माटुंगा (पूर्व), मुम्बई"** (**इसके पश्चात् "संस्था" कहा गया है**) की ओर से किसी व्यक्ति द्वारा प्राप्त की गई कोई आय निम्नलिखित शर्तों के अध्यधीन **कर निर्धारण वर्ष 2002-2003 से 2004-2005** तक के लिए ऐसे व्यक्ति की सकल आय में कराधेय आय के रूप में शामिल नहीं की जाएगी :

(i) संस्था अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहां इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 को या उसके पश्चात् एकत्र की गई है, इसकी आय के संचयन की राशि के पन्द्रह प्रतिशत से अधिक होने की अवधि किसी भी स्थिति में पांच वर्ष से अधिक नहीं होनी चाहिए;

(ii) संस्था उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक न हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) संस्था आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगी;

(v) संस्था के विघटन की स्थिति में अतिरिक्त राशियां और परिसम्पत्तियाँ समान उद्देश्यों वाले किसी संगठन को दे दी जाएंगी।

यह अधिसूचना केवल संस्था की ओर से आय के प्राप्तकर्ता पर ही लागू होगी न कि इस तरह के प्राप्तकर्ता द्वारा किसी अन्य प्राप्ति अथवा आय पर। संस्था के आय के कराधेयता अथवा अन्यथा पर, आयकर अधिनियम, 1961 के उपबंधों के अनुसार पृथक रूप से विचार किया जाएगा।

[अधिसूचना सं. 126/2006/फा. सं. 197/35/2006-आ.क.नि. I]

दीपक गर्ग, अवर सचिव

New Delhi, the 29th May, 2006

(INCOME TAX)

S. O. 2295.—In exercise of powers conferred by the sub-clause (iv) of the Clause (23C) of Section 10 of the Income tax Act, 1961 (43 of 1961), the Central Government hereby notifies that any income received by any person on behalf of **"The Hindu Women's Welfare Society, Shradhanand Mahilashram, Shraddhanand Marg, Maheshwari Udyan, Matunga (East), Mumbai"** (hereinafter the "Institution") shall not be included in the total income of such person as assessable for the **Assessment Years 2002-2003 to 2004-2005** subject to the following conditions :

(i) the Institution will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established and in a case where more than fifteen per cent of its income is accumulated on or after the 1st day of April, 2002, the period of the accumulation of the amount exceeding fifteen per cent of its income shall in no case exceed five years;

(ii) the Institution will not invest or deposit its fund (other than voluntary contribution received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of the Section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the institution and separate books of account are maintained in respect of such business;

(iv) the Institution will regularly file its return of income before the Income tax authority in accordance with the provisions of the Income tax Act, 1961;

(v) that in the event of dissolution of the Institution, its surplus and the assets will be given to an organization with similar objectives.

This notification is applicable only to the recipients of Income on behalf of the Institution and not to any other receipt or income of such recepients. Taxability or, otherwise of the income of the Institution would be separately considered as per the provisions of the Income tax Act, 1961.

[Notification No. 126/2006/F. No. 197/35/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 5 जून, 2006

(आयकर)

का. आ. 2296.—जबकि आयकर अधिनियम, (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार ने 1 अप्रैल से शुरू होकर 31 मार्च 2002 को समाप्त अवधि के लिए संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स आकृति निर्माण लिमिटेड, आकृति ट्रेड सेंटर, रोड नं. 7, मरोल, अंधेरी (पूर्व), मुम्बई-400093 ने एक औद्योगिक पार्क का विकास किया है।

और जबकि केंद्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स आकृति निर्माण लि., मुम्बई द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं. 129/2006/फा. सं. 178/58/2005-आ.क.नि-1]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स आकृति निर्माण लि., मुम्बई द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1. (i) औद्योगिक उपक्रम का नाम — मैसर्स आकृति निर्माण लि., मुम्बई

(ii) प्रस्तावित स्थान — एम आई डी सी, मरोल, अंधेरी (पूर्व), मुम्बई-400093

(iii) औद्योगिक पार्क का कुल क्षेत्रफल — 22790.76 वर्ग मीटर

(iv) प्रस्तावित क्रियाकलाप

एन आई सी संहिता के साथ औद्योगिक क्रियाकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्र.सं.	धारा	प्रभाग	समूह	श्रेणी	
क	8	89	892	–	डाटा प्रक्रमण, सॉफ्टवेयर विकास और कंप्यूटर परामर्शी सेवाएं
ख	8	89	893	–	व्यवसाय और प्रबंध परामर्शी क्रियाकलाप
ग	8	89	894	–	वास्तु शिल्पीय और इंजीनियरिंग तथा अन्य तकनीकी परामर्शी क्रियाकलाप
घ	8	89	895	–	तकनीकी परीक्षण तथा विश्लेषण सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटन योग्य क्षेत्र का प्रतिशत : 91%

(vi) वाणिज्यिक उपयोग के लिए अभिनिर्धारित प्रतिशत : 9%

(vii) औद्योगिक इकाइयों की न्यूनतम संख्या : 11 इकाइयां

(viii) प्रस्तावित कुल निवेश (राशि रु. में) : 96.52 करोड़

(ix) औद्योगिक उपयोग के लिए निमित्त स्थान पर निवेश (राशि रु. में) : 62 करोड़

(x) औद्योगिक उपयोग के लिए निमित्त स्थल निवेश सहित अवसंरचना विकास पर निवेश : 87.83 करोड़

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत का 50% से कम नहीं होगा। एक औद्योगिक पार्क के मामले में ऐसा पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, का औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत का 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क), जलापूर्ति तथा सीवरेज, सामान्य दूषित जल शोधन सुविधा, टेलीकॉम नेटवर्क, विद्युत निर्माण एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक अर्थ के लिए निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का. आ. 354 (अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण भी शामिल हैं, को नीति तथा प्रवृत्त प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. औद्योगिक पार्क में इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट इकाइयों की संख्या के अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स आकृति निर्माण लि., मुम्बई उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झक की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि मैसर्स आकृति निर्माण लि., मुम्बई (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात अन्तरिती उपक्रम) को हस्तांतरित करेगा तो अन्तरणकर्ता और अन्तरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अन्तरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता युनिट संयुक्त रूप से सूचित करेंगे।

9. केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स आकृति निर्माण लिमिटेड, मुम्बई औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

10. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 5th June, 2006

(INCOME TAX)

S. O. 2296.—Whereas the Central Government in exercise of the powers conferred by Clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961), (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And, whereas M/s. Akruti Nirman Limited, Akruti Trade Centre, Road No.7, Marol, Andheri (East), Mumbai has developed an Industrial Park, at M.I.D.C., Marol, Andheri (East), Mumbai-400093.

And, whereas the Central Government has approved the said Industrial Park subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the above said undertaking, developed and being maintained and operated by M/s. Akruti Nirman Limited, Mumbai, as an industrial park for the purpose of the said clause (iii).

[Notification No.129/2006/F.No.178/58/2005-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Akruti Nirman Limited, Mumbai.

1. (i) Name of the Industrial Undertaking : M/s. Akruti Nirman Limited, Mumbai
   (ii) Proposed location : M.I.D.C., Marol, Andheri (East) Mumbai-400093.
   (iii) Total area of Industrial Park : 22790.76 Sq. Mtr.
   (iv) Proposed activities

Nature of Industrial activity with NIC code

S.No.	NIC Code				Description
	Section	Division	Group	Class	
A	8	89	892	—	Data Processing, Software Development and Computer consultancy services.
B	8	89	893	—	Business and Management Consultancy activities.
B	8	89	894	—	Architectural and Engineering and other technical consultancy activities.
D	8	89	895	—	Technical testing and analysis services.

(v)	percentage of allocable area proposed for industrial use	:	91%
(vi)	Percentage of land ear-marked for commercial use	:	9%
(vii)	Minimum number of industrial units	:	11 Units
(viii)	Total investments proposed (Amount in Rupees)	:	96.52 crores
(ix)	Investment on built up space for industrial use (Amount in Rupees).	:	62 crores
(x)	Investment on infrastructure development including investment on built up space for industrial use (Amount in Rupees).	:	87.83 crores

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity, which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1 st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Akruti Nirman Limited, Mumbai shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80I-IA of the Income-tax Act, 1961 are to be availed.

8. In case M/s. Akruti Nirman Limited, Mumbai, transfers the operation and maintenance of the Industrial Park (ie., transferor-undertaking) to another undertaking (i.e., the transferee) undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-110011 along with a copy of the agreement executed between the transferor and transferee-undertakings for the aforesaid transfer.

9. The Central Government may withdraw the above approval in case the M/s. Akruti Nirman Limited, Mumbai, fails to comply with any of the conditions of this notification or conditions prescribed in the Industrial Park Scheme, 2002.

10. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 5 जून, 2006

(आयकर)

का.आ. 2297.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (22ख) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा कर निर्धारण वर्ष 2006-07 से 2008-09 के लिए उक्त खंड के प्रयोजनार्थ केवल समाचार के संग्रहण तथा वितरण के लिए भारत में स्थापित "यूनाइटेड न्यूज ऑफ इंडिया, नई दिल्ली" को एक समाचार एजेंसी के रूप में विनिर्दिष्ट करती है।

यह अधिसूचना इस शर्त के अध्यधीन है कि उक्त समाचार एजेंसी केवल समाचार के संग्रहण तथा वितरण के उपयोग के लिए अपनी आय का इस्तेमाल करेगी अथवा संचयन करेगी और अपनी आय को अपने सदस्यों में किसी भी तरीके से संवितरित नहीं करेगी।

[अधिसूचना सं. 130/2006/फा. सं. 165/01/2006-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 5th June, 2006

(INCOME-TAX)

S.O. 2297.—In exercise of powers conferred by the clause (22B) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "United News of India, New Delhi" as a news agency set up in India solely for collection and distribution of news for the purposes of the said clause for the assessment year 2006-07 to 2008-09.

2. The notification is subject to the condition that the news agency applies its income or accumulates it for application solely for collection and distribution of news and does not distribute its income in any manner to its members.

[Notification No. 130/2006/F. No. 165/01/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 6 जून, 2006

(आयकर)

का.आ. 2298.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (22ख) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा कर निर्धारण वर्ष 2006-07 से 2008-09 के लिए उक्त खंड के प्रयोजनार्थ केवल समाचारों के संग्रहण एवं वितरण के लिए भारत में स्थापित एक समाचार एजेंसी के रूप में "दी प्रेस ट्रस्ट आफ इंडिया लि., नई दिल्ली" को विनिर्दिष्ट करती है।

यह अधिसूचना इस शर्त के अध्यधीन है कि समाचार एजेंसी केवल समाचार के संग्रहण तथा वितरण के उपयोग के लिए अपनी आय का इस्तेमाल करेगी अथवा संचयन करेगी और अपनी आय को अपने सदस्यों में किसी भी ढंग से अपनी आय का वितरण करेगी।

[अधिसूचना सं. 131/2006/फा. सं. 165/02/2006-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 6th June, 2006

(INCOME-TAX)

S.O. 2298.—In exercise of powers conferred by the clause (22B) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "The Press Trust of India Limited, New Delhi" as a news agency set up in India solely for collection and distribution of news for the purposes of the said clause for the assessment year 2006-07 to 2008-09.

2. The notification is subject to the condition that the news agency applies its income or accumulates it for application solely for collection and distribution of news and does not distribute its income in any manner to its members.

[Notification No. 131/2006/F. No. 165/02/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 7 जून, 2006

आयकर

का. आ. 2299.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार ने 1 अप्रैल, 1997 से शुरु होकर 31 मार्च, 2002 को समाप्त अवधि के लिए संख्या का.आ.193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरु होकर 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स सलारपुरिया प्रापर्टीज प्राइवेट लिमिटेड, 7, चित्तरंजन एवेन्यू, तीसरा तल, लाहा पेंट हाऊस, कोलकाता, पश्चिम बंगाल ने एक औद्योगिक पार्क नामत: सलारपुरिया जी आर टैक पार्क, व्हाइट फील्ड रोड, आईटीपीएल के पास, बंगलौर, कर्नाटक-560 066 का विकास किया है ।

और जबकि केंद्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन उक्त औद्योगिक पार्क को वाणिज्य और उद्योग मंत्रालय के पत्र सं. 15/10/04-आई पी एंड आई डी दिनांक 31-12-2004 के जरिए अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स सलारपुरिया प्रापर्टीज प्राइवेट लि., कोलकाता द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 134/2006/फा.सं. 178/42/2005-आ.क. नि.-I]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स सलारपुरिया प्रापर्टीज प्राइवेट लिमिटेड, कोलकाता द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1.	(i)	औद्योगिक उपक्रम का नाम	मैसर्स सलारपुरिया प्रापर्टीज प्राइवेट लिमिटेड, कोलकाता
	(ii)	प्रस्तावित स्थान	सलारपुरिया जी आर टैक पार्क, व्हाइटफील्ड रोड, आईटीपीएल के पास, बंगलौर, कर्नाटक-560 066.
	(iii)	औद्योगिक पार्क का कुल क्षेत्रफल	33130.79 वर्ग मीटर
	(iv)	प्रस्तावित क्रियाकलाप	

एन आई सी संहिता के साथ औद्योगिक क्रियाकलाप का स्वरूप

	एन आई सी संहिता				विवरण
क्र.सं.	धारा	प्रभाग	समूह	श्रेणी	
घ	8	89	892	–	डाटा प्रक्रमण, सॉफ्टवेयर विकास और कम्प्यूटर परामर्शी सेवाएं

(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटन योग्य क्षेत्र का प्रतिशत	:	100%
(vi)	वाणिज्यिक उपयोग के लिए अभिनिर्धारित भूमि का प्रतिशत	:	शून्य
(vii)	औद्योगिक इकाइयों की न्यूनतम संख्या	:	4 इकाइयाँ
(viii)	प्रस्तावित कुल निवेश (राशि रु. में)	:	40.52 करोड़
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रु. में)	:	21.19 करोड़
(x)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश सहित अवसंरचनात्मक विकास पर किया गया निवेश (राशि रु. में)	:	31.21 करोड़

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूतनम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा ।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का. आ. 354(अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है ।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रकियाओं के अनुसार अलग से लिया जाएगा ।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स सलारपुरिया प्रापर्टीज प्रा. लि., कोलकाता उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि सलारपुरिया प्रापर्टीज प्रा. लि., कोलकाता (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अन्तरिती उपक्रम) को हस्तांतरित करेगा तो अन्तरणकर्ता और अन्तरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अन्तरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे ।

9. केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स सलारपुरिया प्रापर्टीज प्रा. लि., कोलकाता औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

10. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 7th June, 2006

(INCOME-TAX)

S.O. 2299.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E), dated the 1st day of April, 2002, from the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And, whereas, M/s. Salarpuria Properties Private Limited, 7, Chittaranjan Avenue, 3rd Floor, Laha Paint House, Kolkata, West Bengal has developed an Industrial Park, namely 'Salarpuria G.R. Tech Park', Whitefield Road, near ITPL, Bangalore, Karnataka-560 066.

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry Letter No. 15/10/04/-IP&ID dated 31-12-2004 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-IA of the said Act, the Central Government hereby notifies the undertaking, developed and being maintained and operated by M/s. Salarpuria Properties Private Limited, Kolkata, as an industrial park for the purposes of the said clause (iii).

[Notification No. 134/2006/F. No. 178/42/2005-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial part by M/s. Salarpuria Properties Private Limited, Kolkata.

1. (i) Name of the Industrial Undertaking : M/s. Salarpuria Properties Private Limited

(ii) Proposed location : Salarpuria GR Tech Park, Whitefield Road, Near ITPL, Bangalore, Karnataka-560 066.

(iii) Total area of Industrial Park : 33130.79 Sq. Mtr.

(iv) Proposed activities

Nature of Industrial activity with NIC code

S. No.	Section	NIC Code			Description
		Division	Group	Class	
D	8	89	892	—	Data Processing, Software Development and Computer consultancy services

(v) Percentage of allocable area proposed for industrial use : 100%

(vi) Percentage of land ear-marked for commercial use. : Nil

(vii) Minimum number of industrial units : 4 Units

(viii) Total investments proposed (Amount in Rupees) : 40.52 crores

(ix) Investment on built up space for Industrial use (Amount in Rupees). : 21.19 crores

(x) Investment on Infrastructure Development including investment on built-up space for industrial use (Amount in Rupees) : 31.21 crores

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the toal project cost.

3. Infrasturcture development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Salarpuria Properties Private Limited, Kolkata, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case M/s. Salarpuria Properties Private Limited, Kolkata transfer the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the

transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

9. The Central Government may withdraw the above approval in case the M/s. Salarpuria Properties Private Limited, Kolkata fails to comply with any of the conditions of this notification or conditions prescribed in the Industrial Park Scheme, 2002.

10. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

आयुक्त केन्द्रीय उत्पाद शुल्क, कोलकाता-III आयुक्तालय

कोलकाता, 13 जून, 2006

(सं. 1/2006-सीशु (एनटी) (सी ई कोल-III)

का. आ. 2300.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 33/94-सीशु(एनटी) दिनांक 1-7-94 तथा एम एफ(डीआर) परिपत्र सं. 31/2003-सीशु दिनांक 7-4-2003 के साथ पठनीय सीमा शुल्क अधिनियम, 1962 की धारा 9 में प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार, संचार एवं सूचना तकनीक मंत्रालय, साफ्टवेयर टेकनालाजी पार्क, कोलकाता के निदेशक एस डी एफ भवन (चतुर्थ तल) साल्ट लेक, ब्लाक-जीपी, सेक्टर-V, बिद्याननगर, कोलकाता-700091 के पत्र सं. एसटीपीके:डीआइआर: 410:2006-07:181 दिनांक 19-5-2006 के द्वारा स्वीकृत पश्चिम बंगाल के मेसर्स जीई कैपिटल इंटरनेशनल सर्विसेज, इकाई-2 को 59-ओ एम अरटेरियल रोड, न्यू टाउन (राजारहाट) कोलकाता-700156 के डीएमएफआइटी पार्क 7वां एवं 8वां तल, प्लाट सं. 8, मार परिसर को मैं एतद्द्वारा सीमित प्रयोजनों के लिए 100% निर्यातोन्मुखी उपक्रम के रूप में एक भण्डारण स्टेशन घोषित करता हूं।

[सी सं. V(19)01/सीई/तक/कोल-III/2006]

विनीत ओहरी, आयुक्त

COMMISSIONER OF CENTRAL EXCISE KOLKATA-III COMMISSIONERATE

Kolkata, the 13th June, 2006

No. 1/2006-Customs (NT) (C. E. KOL.-III)

S.O. 2300.—In exercise of the powers under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (NT) dated 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, and M. F. (D. R) circular No. 31/2003-Customs, dated 7-4-2003, I hereby declare the premises of M/s. GE Capital International Services, Unit-2 at DLFIT Park 7th and 8th floor, Plot No. 8-Mar on 59 OM Arterial Road, New Town (Rajarhat) Kolkata-700156 in the State of West Bengal (the lay out plan duly endorsed by the Director, Software Technology Park, Kolkata) to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the limited purpose of setting up of 100% Export oriented undertaking as approved by the Director, Software Technology Park, Kolkata, Ministry of Communication and Information Technology, Government of India, SDF Building (4th floor), Salt Lake, Block-GP, Sector-V, Bidhannagar, Kolkata-700091 *vide* letter No. STPK: DIR: 410:2006-07:181 dated 19-5-2006.

[C. No. V(19)01/CE/Tech./Kol.-III/2006]

VINEET OHRI, Commissioner

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 31 मई, 2006

का. आ. 2301.—विशेष न्यायालय (प्रतिभूति संव्यवहार संबंधी अपराध विचारण) अधिनियम, 1992 की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्द्वारा, सुश्री रेखा गुप्ता, आईए एवं एएस. : 75 को विशेष न्यायालय (प्रतिभूति संव्यवहार संबंधी अपराध विचारण) अधिनियम, 1992 के अंतर्गत उनके पदभार ग्रहण करने की तारीख से तीन वर्ष के लिए या अभिरक्षक के कार्यालय के समापन तक या अगला आदेश होने तक, जो भी पहले हो, 22,400-525-24,500 रुपए के वेतनमान में प्रतिनियुक्ति के आधार पर अभिरक्षक के रूप में नियुक्त करती है।

[फा. सं. 22/4/2003-सतर्कता (खंड-II)]

अमिताभ वर्मा, संयुक्त सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 31st May, 2006

S.O. 2301.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Special Court (Trial of Offences Relating to Transactions in Securities) Act, 1992, the Central Government hereby appoints Ms. Rekha Gupta, IA & AS : 75 as Custodian under the Special Court (Trial of Offences Relating to Transactions in Securities) Act, 1992 on deputation in the pay-scale of Rs. 22,400-525-24,500 for a period of three years, w.e.f. the date of assumption of charge of the post or till the Office of the Custodian is wound up or until further orders, which ever event is the earliest.

[No. 22/4/2003-Vig. (Vol.-II)]

AMITABH VERMA, Jt. Secy.

(व्यय विभाग)

नई दिल्ली, 2 जून, 2006

का. आ. 2302.—वित्त मंत्रालय, व्यय विभाग में 6,500-200-10,500 रुपए के वेतनमान में वरिष्ठ अन्वेषकों के पांच संवर्ग-बाह्य पदों को सरकारी राजपत्र में इस अधिसूचना की प्रकाशन की तारीख से सांख्यिकीय तथा कार्यक्रम कार्यान्वयन मंत्रालय में 6,500-200-10,500 रुपए के वेतनमान में अधीनस्थ सांख्यिकीय सेवा में संवर्गित (शामिल) किया जाता है।

[सं. ए-12023/3/2004-प्रशा. II)]

मीताली घोष, अवर सचिव

(Department of Expenditure)

New Delhi, the 2nd June, 2006

S.O. 2302.—The five ex-cadre posts of Senior Investigator in the pay scale of Rs. 6,500-200-10,500 in the Ministry of Finance, Department of Expenditure is encadred into the Subordinate Statistical Service in the Ministry of Statistics & Programme Implementation in the pay scale of Rs. 6,500-200-10,500 w.e.f. the date of publication of this notification in the Official Gazette.

[No. A-12023/3/2004-Ad. II]

MEETALI GHOSH, Under Secy.

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

(डाक जीवन बीमा निदेशालय)

नई दिल्ली, 10 मई, 2006

का. आ. 2303.—डाकघर बीमा निधि नियमावली के नियम 10 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए और 31-3-2004 की स्थिति के अनुसार डाकघर जीवन बीमा निधि की परिसम्पत्तियों और देयताओं के बीमांकक मूल्यांकन के आधार पर महानिदेशक (डाक) सहर्ष डाकघर जीवन बीमा पालिसियों के मृत्यु अथवा परिपक्वता के कारण दावा बनने पर, उनके लिए 31-3-2004 को समाप्त वर्ष के लिए प्रत्यावर्तनीय बोनस घोषित करते हैं :-

बीमा पालिसी का प्रकार	बोनस की दर
(क) आजीवन बीमा	
(i) चालू पालिसी	बीमित राशि के प्रति हजार पर 90 रु.
(ii) वर्ष के दौरान किया दावा	बीमित राशि के प्रति हजार पर 90 रु. तथा साथ में 10,000 रु. तक की बीमित राशि पर 20 रु. प्रति पालिसी की दर से टर्मिनल बोनस जो प्रति पालिसी पर अधिकतम 1000 रु. होगा।
(ख) बन्दोबस्ती बीमा	
(i) चालू पालिसी	बीमित राशि के प्रति हजार पर 70 रु.
(ii) वर्ष के दौरान किया दावा	
(क) 20 वर्ष से कम अवधि वाली पालिसी	बीमित राशि के प्रति हजार पर 70 रु.
(ख) 20 वर्ष से अधिक अवधि वाली और 20 वर्ष के बराबर की पालिसी	प्रति हजार पर 70 रु. तथा साथ में 10,000 रु. तक की बीमित राशि पर 20 रु. प्रति पालिसी की दर से टर्मिनल बोनस जो प्रति पालिसी पर अधिकतम 1000 रु. होगा।
(ग) प्रत्याशित बन्दोबस्ती बीमा	सभी पालिसियों के लिए बीमित राशि के प्रति हजार पर 65 रु.
(घ) परिवर्तनीय सावधि बीमा	ऊपर बताई गई बीमा की संबंधित श्रेणी के लिए सम्बद्ध अवधियों हेतु बोनस आमंत्रित करने के लिए

2. वर्ष 2003-2004 के लिए बोनस की दरें आपके सर्किल में अधिसूचना प्राप्त होने की तिथि से लागू होंगी तथा दावे के लिए प्राप्त सभी मामले जो अधिसूचना की प्राप्ति की तिथि तक निपटाए नहीं गए हैं, पर भी लागू होंगी।

3. भावी मूल्यांकन के पूरा होने तक परिपक्वता और मृत्यु के कारण उत्पन्न सभी दावों के लिए भी उपर्युक्त दर पर अंतरिम बोनस देय होगा।

4. बोनस की राशि को 50 पैसे अथवा अधिक के भाग के लिए अगले उच्चतर रुपये में पूर्ण किया जाएगा और 50 पैसे से कम के भाग को हिसाब में नहीं लिया जाएगा।

[सं. 5-3/2004-एलआई]

वी. पती, अपर महा प्रबंधक

MINISTRY OF COMMUNICATIONS & INFORMATION TECHNOLOGY

(Department of Posts)

DIRECTORATE OF POSTAL LIFE INSURANCE

New Delhi, the 10th May, 2006

S.O. 2303.—In exercise of powers conferred on him vide Rule 10 of Post Office Insurance Fund Rules and on the basis of Actuarial Valuation of the assets and liabilities of Post Office Life Insurance Fund as on 31-03-2004, the Director General (Posts), is pleased to declare a simple Reversionary Bonus for the year ending 31-03-2004 on the Postal Life Insurance Policies on their becoming claims, due to death or maturity at the following rates :—

Type of Insurance Policy		Rate of Bonus
(A) Whole Life Insurance		
(i)	Continuing Policy	Rs. 90 per thousand of sum assured.
(ii)	Claim during the year	Rs. 90 per thousand of sum assured plus terminal bonus of Rs. 20 per policy of sum assured of Rs. 10,000 subject to maximum of Rs. 1000 per policy.
(B) Endowment Assurance		
(i)	Continuing Policy	Rs. 70 per thousand of sum assured .
(ii)	Claim during the year	
	(a) Policy terms less than 20 years	Rs. 70 per thousand of sum assured.
	(b) Policy terms more than 20 years & equal to 20 years.	Rs. 70 per thousand plus Terminal Bonus of Rs. 20 per policy of sum assured of Rs. 10,000 subject to maximum of Rs. 1000 per policy.
(C) Anticipated Endowment		Rs. 65 per thousand of sum assured for all policies.
(D) Convertible Terms Assurance		To attract bonus for the respective periods for the respective class of insurance as above.

2. The rates of Bonus for the year 2003-2004 will be applicable from the date of receipt of this Notification by your Circle and this will also be applicable to claim cases received but not settled till the date of receipt of this Notification.

3. Interim bonus at the rates mentioned above will also be payable for all claims arising due to maturity or death until future valuation is completed.

4. The amount of bonus involving a fraction of 50 paise or more shall be rounded off to the next higher rupee and fraction below 50 paise shall be ignored.

[No. 5-3/2004-LI]

V. PATI, Addl. General Manager

नई दिल्ली, 22 फरवरी, 2006

का. आ. 2304.—महानिदेशक (डाक) सहर्ष डाकघर बीमा निधि नियमावली के नियम 10 द्वारा उन्हें प्रदत्त शक्तियों का प्रयोग करते हुए और 31-3-20043की स्थिति के अनुसार डाकघर जीवन बीमा निधि की परिसम्पत्तियों तथा देयताओं के बीमांकित मूल्यांकन के आधार पर डाक जीवन बीमा पालिसियों के मृत्यु अथवा परिपक्वता के कारण दावा बनने पर 31-3-2003 को समाप्त वर्ष के लिए निम्नलिखित दरों पर साधारण बोनस घोषित करते है :–

बीमा पालिसी का प्रकार	बोनस की दर
(क) आजीवन बीमा	
(i) जारी पालिसी	बीमित राशि का 90/- रु. प्रति हजार
(ii) वर्ष के दौरान दावा	बीमित राशि का 90/- रु. प्रति हजार एवं 10,000/- रु. की बीमित राशि पर प्रति पालिसी 20/- रु. टर्मिनल बोनस अधिकतम 1000/- रु. प्रति पालिसी के अध्यधीन।
(ख) बन्दोबस्ती बीमा	
(i) जारी पालिसी	बीमित राशि का 70/- रु. प्रति हजार
(ii) वर्ष के दौरान दावा	
(क) 20 वर्ष से कम अवधि वाली पालिसी	बीमित राशि का 70/- रु. प्रति हजार
(ख) 20 वर्ष से अधिक और 20 वर्ष के बराबर की अवधि की पालिसी	70/- रु. प्रति हजार एवं 10,000/- रु. बीमित राशि का प्रति 20/- रुपये टर्मिनल बोनस–अधिकतम 1000/- रुपये प्रति पालिसी के अध्यधीन।
(ग) प्रत्याशित बन्दोबस्ती	सभी पालिसियों के लिए बीमित राशि का 65/- रुपये प्रति हजार
(घ) परिवर्तनीय सावधि बीमा	उपर्युक्त अनुसार बीमा के सम्बद्ध वर्ग के लिए सम्बद्ध अवधि हेतु बोनस।

2. उपर्युक्त दरों पर अंतरिम बोनस परिपक्वता अथवा मृत्यु के कारण उत्पन्न सभी दावों के लिए तब तक देय होगा, जब तक कि भावी मूल्यांकन पूरा न हो जाए।

3. 50 पैसे अथवा अधिक की अंश की बोनस राशि को अगले उच्चतर रुपये में बदल दिया जाएगा और 50 पैसे से कम के अंश को हिसाब में नहीं गिना जाएगा।

[सं. 4-2/2003-एलआई]
वी. पती, अपर महाप्रबंधक

New Delhi, the 22nd February, 2006

S.O. 2304.—In exercise of powers conferred on him vide Rule 10 of Post Office Insurance Fund Rules and on the basis of Actuarial Valuation of the assets and liabilities of Post Office Life Insurance Fund as on 31-03-2003, the Director General (Posts), is pleased to declare a simple Reversionary Bonus for the year ending 31-03-2003 on the Postal Life Insurance Policies on their becoming claims, due to death or maturity at the following rates :—

Type of Insurance Policy	Rate of Bonus
(A) Whole life Insurance	
(i) Continuing Policy	Rs. 90/- per thousand of sum assured
(ii) Claim during the year	Rs. 90/- per thousand of sum assured plus terminal bonus of Rs. 20/- per policy of sum assured of Rs. 10,000/- subject to maximum of Rs. 1000/- per policy.
(B) Endowment Assurance	
(i) Continuing Policy	Rs. 70/- per thousand of sum assured
(ii) Claim during the year	
(a) Policy terms less than 20 years	Rs. 70/- per thousand of sum assured
(b) Policy term more than 20 years & equal to 20 years.	Rs. 70/- per thousand plus Terminal Bonus of Rs. 20/- per policy of sum assured of Rs. 10,000/- subject to maximum of Rs. 1000/- per policy.
(C) Anticipated Endowment	Rs. 65/- per thousand of sum assured for all policies.
(D) Convertible Term Assurance	To attract bonus for the respective periods for the respective class of insurance as above.

2. Interim bonus at the rates mentioned above will also be payable for all claims arising due to maturity or death until future valuation is completed.

3. The amount of bonus involving a fraction of 50 paise or more shall be rounded off to the next higher rupee and fraction below 50 paise shall be ignored.

[No. 4-2/2003-LI]
V. PATI, Addl. General Manager

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 1 जून, 2006

का. आ. 2305.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात् :–

उक्त अनुसूची में–

(क) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "डा. डी. वाई. पाटिल मेडिकल कालेज, पिम्परी (विश्वविद्यालय समकक्ष)" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
नेत्र विज्ञान में डिप्लोमा	डी ओ
बाल स्वास्थ्य में डिप्लोमा	डी सी एच
संवेदनाहरण में डिप्लोमा	डी ए (ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी यदि ये जून, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)
स्त्री एवं प्रसूति रोग विज्ञान में डिप्लोमा	डी जी ओ (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जुलाई, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

(ख) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "अन्नामलाई विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
"डाक्टर ऑफ मेडिसिन (शरीर क्रिया विज्ञान)	एम डी (शरीर क्रिया विज्ञान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह सितम्बर, 2004 में अथवा उसके पश्चात् प्रदान की गई हो)
"त्वचा रोग विज्ञान में डिप्लोमा/त्वचा रोग, रतिज रोग एवं कुष्ठ	डी. डी./ डी डी वी एल (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जुलाई, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

(ग) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "बरहमपुर विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
"डाक्टर ऑफ मेडिसिन (जीव रसायन)	एम डी (जीव रसायन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह 1981 में अथवा उसके पश्चात् प्रदान की गई हो)

(घ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "मणिपुर विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
"डाक्टर ऑफ मेडिसिन (विकिरण-निदान)	एम डी (विकिरण-निदान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह फरवरी, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

(2)	(3)
डाक्टर ऑफ मेडिसिन (पैथोलोजी)	एम डी (पैथोलोजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह फरवरी, 2003 में अथवा उसके पश्चात् प्रदान की गई हो)"

(ङ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "बम्बई/मुम्बई विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
"मजिस्ट्रार चिकित्सीय (सर्जिकल आंकोलाजी)	एम सी एच (सर्जिकल आंकोलाजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जनवरी, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)
डाक्टर ऑफ मेडिसिन (मेडिकल आंकोलाजी)	डी एम (मेडिकल आंकोलाजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जुलाई, 2004 में अथवा उसके पश्चात् प्रदान की गई हो)"

(च) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "सरदार पटेल विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
डाक्टर आफ सर्जरी (आर्थो रोग विज्ञान)	एम एस (आर्थो)
डाक्टर आफ सर्जरी (सामान्य सर्जरी)	एस एस (सामान्य सर्जरी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह अगस्त, 2004 में अथवा उसके पश्चात् प्रदान की गई हो)
डाक्टर ऑफ मेडिसिन (सो. एवं प्रि. मेडि./कम्युनिटी मेडिसिन)	एम डी (पी एस एम/कम्युनिटी मेडिसिन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह सितम्बर, 2003 में अथवा उसके पश्चात् प्रदान की गई हो)"

(छ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "कलकत्ता विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
मास्टर ऑफ मेडिसिन (नेफ्रोलाजी)	डी एम (नेफ्रोलाजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह अप्रैल, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)
डाक्टर ऑफ मेडिसिन (इन्डोक्रिनोलाजी)	डी एम (इन्डोक्रिनोलाजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह 1994 में अथवा उसके पश्चात् प्रदान की गई हो)
डाक्टर ऑफ मेडिसिन (गैस्ट्रोएन्ट्रोलाजी)	डी एम (गैस्ट्रोएन्ट्रोलाजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह 1995 में अथवा उसके पश्चात् प्रदान की गई हो)

(ज) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "मराठवाड़ा विश्वविद्यालय/डा. बाबा साहेब अम्बेडकर मराठवाड़ा विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
न्यायिक चिकित्सा में डिप्लोमा	डी एफ एम (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह मई, 1983 में अथवा उसके पश्चात् प्रदान की गई हो)

(2)	(3)
मास्टर आफ सर्जरी (अस्थ रोग विज्ञान) तथा अस्थि रोग विज्ञान में डिप्लोमा	एम. एस. (आर्थो) एवं डी आर्थो (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह डिग्री के लिए नवम्बर, 1984 में तथा डिप्लोमा के लिए मई, 1983 में अथवा उसके पश्चात् प्रदान की गई हो)

(झ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "केरल विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
डाक्टर ऑफ मेडिसिन (त्वचा रोग, रतिज रोग एवं कुष्ठ)	एम डी (डी वी एल) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जून, 2004 में अथवा उसके पश्चात् प्रदान की गई हो)

(ञ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "गुवाहाटी विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
डाक्टर ऑफ मेडिसिन (मनश्चिकित्सा)	एम डी (मनश्चिकित्सा) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जनवरी, 1990 में अथवा उसके पश्चात् प्रदान की गई हो)

(ट) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "एच. एन. बी. गढ़वाल विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
मास्टर इन सर्जरी (ई.एन.टी.)	एम एस (ई.एन.टी.) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जून, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

(ठ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "जम्मू विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
डाक्टर ऑफ मेडिसिन (पैथोलोजी)	एम डी (पैथोलोजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह 1981 में अथवा उसके पश्चात् प्रदान की गई हो)

(ड) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "श्री रामचन्द्र मेडिकल कालेज एवं अनुसंधान संस्थान (विश्वविद्यालय समकक्ष)" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
डाक्टर ऑफ मेडिसिन (जीवरसायन)	एम डी (जीवरसायन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह जून 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

(ढ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "गुजरात विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :–

(2)	(3)
डाक्टर ऑफ मेडिसिन (मेडिसिन एवं थेराप्युटिक)	एम डी (मेडिसिन एवं थेराप्युटिक) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह 1953 में अथवा उसके पश्चात् प्रदान की गई हो)

(ण) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "बाबा फरीद यूनिवर्सिटी आफ हैल्थ साईंसिज" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

(2)	(3)
डाक्टर ऑफ मेडिसिन (कार्डियोलाजी)	डी एम (कार्डियोलाजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह 2004 में अथवा उसके पश्चात् प्रदान की गई हो)

(त) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "पंजाब विश्वविद्यालय" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

(2)	(3)
मास्टर आफ सर्जरी (अस्थि रोग विज्ञान)	एम एस (अस्थि रोग विज्ञान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह फरवरी, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

(थ) शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" [इसके पश्चात् स्तंभ (2) के रूप में उल्लिखित] के अन्तर्गत "राजीव गांधी यूनिवर्सिटी आफ हैल्थ साईंसिज" के सामने, अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके अन्तर्गत स्तंभ (3) के रूप में उल्लिखित] के अन्तर्गत उससे संबंधित प्रत्येक प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

(2)	(3)
डाक्टर ऑफ मेडिसिन (क्षयरोग एवं श्वसनी रोग)	एम डी (क्षयरोग एवं श्वसनी रोग) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह मई, 2005 में अथवा उसके पश्चात् प्रदान की गई हो)

[फा. सं. यू-12016/6/2006-एम ई (पी-II)]

शरत कुमार मिश्रा, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 1st June, 2006

S.O. 2305.— In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further) amendments in the First Schedule to the said Act, namely :—

(a) against "Dr. D. Y. Patil Medical College Pimpri (Deemed University)" in the said Schedule under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Diploma in Ophthalmology	DO
Diploma in Child Health	DCH
Diploma in Anaesthesia	DA (These shall be recognized medical qualifications when granted on or after June, 2005)
Diploma in Gynae. & Obst.	DGO (This shall be recognized medical qualification when granted on or after July, 2005)

to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Physiology)	MD (Physiology) (This shall be recognized medical qualification when granted on or after September, 2004)
Diploma in Dermatology/Derma. Vene. & Leprosy	D.D./DDVL (This shall be recognized medical qualification when granted on or after July, 2005)

(c) against "Berhampur University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3), the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Biochemistry)	MD (Biochemistry) (This shall be recognized medical qualification when granted on or after 1981)

(d) against "Manipur University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto the heading 'abbreviation for Registration' [hereinafter referred to as column (3), the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Radio-Diagnosis)	MD (Radio-Diagnosis) (This shall be recognized medical qualification when granted on or after February, 2005)
Doctor of Medicine (Pathology)	MD (Pathology) (This shall be recognized medical qualification when granted on or after February, 2003)

(e) against "Bombay/University of Mumbai" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Magistrar Chirurgiae (Surgical Oncology)	M. Ch. (Surgical Oncology) (This shall be recognized medical qualification when granted on or after January, 2005)
Doctor of Medicine (Medical Oncology)	DM (Medical Oncology) (This shall be recognized medical qualification when granted on or after July, 2004)

(f) against "Sardar Patel University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Master of Surgery (Orthopedics)	MS (Ortho)
Master of Surgery (General Surgery)	MS (General Surgery) (These shall be recognized medical qualification when granted on or after August, 2004)
Doctor of Medicine (Soc. & Prev. Med./ Community Medicine)	MD(PSM/Community Medicine) (This shall be recognized medical qualification when granted on or after September, 2003)

(g) against "Calcutta University" under the heading 'Recognized Medical Qualification' [hereinafter referred to

as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Nephrology)	DM (Nephrology) (This shall be recognized medical qualification when granted on or after April, 2005)
Doctor of Medicine (Endocrinology)	DM (Endocrinology) (This shall be recognized medical qualification when granted on or after 1994)
Doctor of Medicine (Gastoenterology)	DM (Gastoenterology) (This shall be recognized medical qualification when granted on or after 1995)

(h) against "Marathwada University/Dr. Baba Saheb Ambedkar Marathwada University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Diploma in Forensic Medicine	D.F.M. (This shall be recognized medical qualification when granted on or after May, 1983)
Master of Surgery (Orthopedics) and Diploma in Orthopedics	MS (Ortho) & D. Ortho (This shall be recognized medical qualification when granted on or after November, 1984 and May, 1983 for diploma)

(i) against "Kerala University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto udner the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Derma. Vene & Leprosy)	MD (DVL) (This shall be recognized medical qualification when granted on or after June, 2004)

(j) against "Guwahati University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Psychiatry)	MD (Psychiatry) (This shall be recognized medical qualification when granted on or after January, 1990)

(k) against "H. N. B. Garhwal University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Master in Surgery (E.N.T.)	MS (E.N.T.) (This qualification will be recognized qualification when granted on or after June, 2005)

(l) against "Jammu University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as

(l) against "Jammu University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Pathology)	MD (Pathology) (This shall be recognized medical qualification when granted on or after 1981)

(m) against "Sri Ramachandra Medical College & Research Institute (Deemed University)" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Biochemistry)	MD (Biochemistry) (This shall be recognized medical qualification when granted on or after June, 2005)

(n) against "Gujarat University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Medicine & Therapeutic)	MD (Medicine & Therapeutic) (This shall be recognized medical qualification when granted on or after 1953)

(o) against "Baba Farid University of Health Sciences" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (Cardiology)	DM (Cardiology) (This qualification will be recognized qualification when granted on or after June, 2004)

(p) against "Punjab University" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Master of Surgery (Orthopedics)	MS (Orthopedics) (This shall be recognized medical qualification when granted on or after February, 2005)

(q) against "Rajiv Gandhi University of Health Sciences" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and the entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
Doctor of Medicine (TB & Resp. Diseases)	MD (TB & Resp. Diseases) (This shall be recognized medical qualification when granted on or after May, 2005)

[F. No. U-12012/6/2006-ME (P-II)]

S. K. MISHRA, Under Secy.

नई दिल्ली, 5 जून, 2006

का.आ. 2306.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ख) के अनुसरण में डा. शिरिष एच. श्रीवास्तव, प्रोफेसर, प्रमुख स्वामी मेडिकल कालेज, करमसद को 29-3-2006 को सरदार पटेल विश्वविद्यालय की सीनेट द्वारा इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है ।

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में केन्द्र सरकार एतद्द्वारा तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 138, दिनांक 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :–

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 73 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :–

"73. डा. शिरिष एच. श्रीवास्तव, बी-5, श्री कृष्ण हास्पिटल कैम्पस, करमसद-388325, जिला-आनंद, गुजरात	सरदार पटेल विश्वविद्यालय"

[सं. वी-11013/2/2004-एम ई (नीति-I)]

के.वी.एस. राव, अवर सचिव

New Delhi, the 5th June, 2006

S.O. 2306.—Whereas in pursuance of clause (b) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Shirish H. Shrivastava, Professor, Pramukh Swami Medical College, Karamsad has been elected by the Senate of the Sardar Patel University on 29-3-2006 to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, "Elected under clause (b) of Sub-section (1) of Section 3 for serial number 73 and the entries relating thereto the following entry shall be substituted, namely :—

"73. Dr. Shirish H. Shrivastava, B-5, Shree Krishna Hospital Campus, Karamsad-388 325, Distt. Anand, Gujarat.	Sardar Patel University"

[No. V-11013/2/2004-ME (Policy-I)]

K.V.S. RAO, Under Secy.

नई दिल्ली, 6 जून, 2006

का. आ. 2307.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) (क) के खण्ड (ख) के अनुसरण में और मध्य प्रदेश सरकार के साथ परामर्श से केन्द्रीय सरकार द्वारा डा. भानु प्रकाश दुबे, प्रोफेसर एवं विभागाध्यक्ष, फोरेंसिक मेडीसिन, गाँधी मेडिकल कालेज, भोपाल को इस अधिसूचना के जारी होने की तारीख से पाँच वर्ष की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में मनोनीत किया गया है ।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) (क) के उपबंध के अनुसरण में केन्द्र सरकार एतद्द्वारा तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 138, दिनांक 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :–

उक्त अनुसूची में "धारा 3 की उप-धारा (1) के खण्ड (क) के अन्तर्गत मनोनीत" शीर्ष के अधीन क्रम संख्या 8 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :–

"8. डा. भानु प्रकाश दुबे, एमडी, डीएफएम, जूनियर एमआइजी-1, अंकुर कालोनी, शिवाजी नगर, भोपाल ।	मध्य प्रदेश सरकार"

[सं. वी-11013/1/2005-एमई (नीति-I)]

के.वी.एस. राव, अवर सचिव

New Delhi, the 6th June, 2006

S.O. 2307.—Whereas the Central Government, in pursuance of clause (a) of Sub-section (1)(a) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Madhya Pradesh have nominated Dr. Bhanu Prakash Dubey, Professor and Head of the Department Forensic Medicine Gandhi Medical College, Bhopal, to be a member of the Medical Council of India for a period of five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1)(a) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, 'Nominated under clause (a) of Sub-section (1) of Section 3', for serial number 8 and the entries thereto, the following serial number and entries shall be substituted, namely :—

"8. Dr. Bhanu Prakash Dubey,
MD, DFM
Jr. MIG-I, Ankur Colony,
Shivaji Nagar,
Bhopal. Government of Madhya Pradesh"

[No. V-11013/1/2005-ME (Policy-I)]
K.V.S. RAO, Under Secy.

नई दिल्ली, 8 जून, 2006

का. आ. 2308.—अखिल भारतीय आयुर्विज्ञान संस्थान अधिनियम, 1956 (1956 का 25) की धारा 6 की उपधारा (3) के साथ पठितधारा (4) के खण्ड (छ) के अनुसरण में श्री आर. के. धवन, सदस्य, राज्य सभा को उक्त अधिनियम के उपबंधों के अध्यधीन दिनांक 23 मई, 2006 को राज्यसभा द्वारा अखिल भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में विधिवत रूप से निर्वाचित किया गया है।

[फा. सं. वी-16011/1/96-एम.ई.-I]
डा. विनायक एम. प्रसाद, निदेशक

New Delhi, the 8th June, 2006

S.O. 2308.—In pursuance of clause (g) of Section 4, read with sub-section (3) of Section 6, of the All India Institute of Medical Sciences Act, 1956 (25 of 1956) Shri R.K. Dhawan, Member, Rajya Sabha has been duly elected on 23rd May, 2006 by the Rajya Sabha to be a member of the All India Institute of Medical Sciences, New Delhi subject to the provisions of the said Act.

[F. No. V-16011/1/96-ME-I]
Dr.. VINAYAK M. PRASAD,. Director

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 6 जून, 2006

का. आ. 2309.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में कोंकण रेलवे तथा पूर्व-मध्य रेलवे के निम्नलिखित रेल कार्यालयों, जहां 80% से अधिक अधिकारियों /कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्द्वारा अधिसूचित करता है।

कोंकण रेलवे

1. क्षेत्रीय रेल प्रबंधक कार्यालय, रत्नागिरी

रेल भर्ती बोर्ड

1. रेल भर्ती बोर्ड, पटना

पूर्व-मध्य रेलवे

1. मुख्यालय, पूर्व-मध्य रेलवे, हाजीपुर (बिहार)
2. धनबाद मंडल कार्यालय, धनबाद

सोनपुर मंडल (पूर्व-मध्य रेलवे)

1. क्षेत्रीय प्रबंधक कार्यालय, गाढहरा
2. सहायक कार्मिक अधिकारी कार्यालय, बरौनी ।

[सं. हिंदी-2006/रा.भा.1/12/1]
कृष्णा शर्मा, संयुक्त निदेशक, राजभाषा

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 6th June, 2006

S.O. 2309.—Ministry of Railways (Railway Board), in pursuance of Sub Rules (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby, notify the following Offices of Konkan Railway and East-Central Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi :—

Konkan Railway

1. Zonal Rail Manager Office, Ratnagiri

Railway Recruitment Board

1. Railway Recruitment Board, Patna

East-Central Railway

1. Headquarter, East-Central Railway, Hajipur (Bihar)
2. Dhanbad Division Office, Dhanbad

Sonpur Division (East-Central Railway)

1. Area Manager Office, Gadhara.
2. Assistant Personnel Officer Office, Barauni

[No. Hindi-2006/O.L. 1/12/1]

KRISHNA SHARMA, Jt. Director, (O.L.)

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 8 जून, 2006

का. आ. 2310.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में वाणिज्य विभाग के अंतर्गत आने वाले कॉफी बोर्ड के बंगलौर स्थित मुख्यालय को अधिसूचित करती है, जिसके 80 प्रतिशत स

अधिक कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है :

कॉफी बोर्ड

1. डॉ. बी. आर. अम्बेडकर विथि
   बंगलौर-560001

[सं. ई-11013/1/2004-हिन्दी]

एल.पी. सैनी, निदेशक, (राज भाषा)

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 8th June, 2006

S.O. 2310.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the union) Rules, 1976 the Central Govt., hereby notifies the head offfice of the Coffee Board, Bangalore under D/O Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi :—

Coffee Board

1. Dr. B. R. Ambedkar Veethi,
   Bangalore—560001

[No.-E-11013/1/2004-Hindi]

L.P. SAINI, Director, (O.L.)

वस्त्र मंत्रालय

नई दिल्ली, 30 मई, 2006

का. आ. 2311.—केन्द्र सरकार एतद्द्वारा यह अधिसूचित करती है कि राज्य सभा ने केंद्रीय रेशम बोर्ड अधिनियम, 1948 की धारा 4 की उप-धारा (3) के खण्ड (ग) के अनुसरण में इस अधिनियम के प्रावधानों के अध्यधीन श्री के.बी. शनप्पा, सदस्य, राज्य सभा को तीन वर्षों की अवधि के लिए केंद्रीय रेशम बोर्ड के सदस्य के रूप में कार्य करने के लिए 23 मई, 2006 को विधिवत् चुन लिया है ।

[फा. सं. 25012/4/91-रेशम]

ए. एन. शरन, निदेशक

MINISTRY OF TEXTILES

New Delhi, the 30th May, 2006

S.O. 2311.—The Central Government hereby notifies that the Rajya Sabha has in pursuance of clause (c) of sub-section (3) of Section 4 of the Central Silk Board Act, 1948, duly elected Shri K.B. Shanappa, Member, Rajya Sabha, on 23rd May, 2006 to serve as a member of the Central Silk Board for a period of three years subject to the provisions of the Act.

[F. No. 25012/4/91-Silk]

A. N. SHARAN, Director

नई दिल्ली, 29 मई, 2006

का. आ. 2312.—केन्द्रीय सरकार, (संघ के शासकीय प्रयोजनों के प्रयोग के लिए) राजभाषा नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालयों को जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. क्षेत्रीय निदेशक (पूर्वी क्षेत्र)
   विकास आयुक्त (ह.) कार्यालय
   एम एस ओ बिल्डिंग, तृतीय तल
   डी एफ ब्लाक, साल्ट लेक सिटी
   कोलकाता-700064
2. क्षेत्रीय निदेशक (पश्चिमी क्षेत्र)
   विकास आयुक्त (ह.) कार्यालय
   हैरून हाऊस, तृतीय तल,
   294, पी. नारीमन स्ट्रीट, फोर्ट मुंबई-400001
3. उप निदेशक
   क्षेत्रीय डिजायन एवं तकनीकी विकास केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   शेड नं. 47/54, ब्लाक नं. 2,
   स्पेशल इण्डस्ट्रियल एरिया
   गोविन्दपुरा, भोपाल-462016 (मध्य प्रदेश)
4. उप निदेशक
   क्षेत्रीय डिजायन एवं तकनीकी विकास केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   म्युनिसिपल स्कूल बिल्डिंग, तीसरी मंजिल
   रामजी बोरिचा मार्ग, लोवर परेल (पूर्वी)
   मुंबई-400001 (महाराष्ट्र)
5. सहायक निदेशक
   विपणन एवं सेवा विस्तार केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   बेनजीर कॉटेज, मल्ला जोशी खोला,
   अल्मोड़ा-263601 (उत्तरांचल)
6. सहायक निदेशक
   विपणन एवं सेवा विस्तार केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   2/4/1, आवास विकास कालोनी,
   एल आई सी बिल्डिंग के पास,
   गांधी नगर, बाराबंकी-225001 (उ.प्र.)
7. सहायक निदेशक
   विपणन एवं सेवा विस्तार केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   एस-10/193, बी-5, हुकुल गंज
   वाराणसी-221010 (उ.प्र.)
8. सहायक निदेशक
   विपणन एवं सेवा विस्तार केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   मासठा कॉम्पलैक्स, 178 देवी अहिल्या मार्ग,
   जेल रोड, इंदौर-452007 (मध्य प्रदेश)
9. सहायक निदेशक
   कालीन बुनाई प्रशिक्षण सेवा केन्द्र,
   विकास आयुक्त (हस्तशिल्प) कार्यालय
   469 बी, विजय पार्क एक्सटेंशन,
   देहरादून-248006 (उ.प्र.)
10. सहायक निदेशक
    कालीन बुनाई प्रशिक्षण सेवा केन्द्र,
    विकास आयुक्त (हस्तशिल्प) कार्यालय
    85-ए सिविल लाइन्स, पहला तल,
    रघुवंशी काम्पलैक्स, बरेली-243122 (उ.प्र.)
11. सहायक निदेशक
    कालीन बुनाई प्रशिक्षण सेवा केन्द्र,
    विकास आयुक्त (हस्तशिल्प) कार्यालय
    1ए/3ए रामप्रिया रोड,
    प्रयाग रेलवे स्टेशन के पीछे,
    इलाहाबाद-211002 (उ.प्र.)
12. सहायक निदेशक
    विभागीय प्रशिक्षण केन्द्र,
    विकास आयुक्त (हस्तशिल्प) कार्यालय
    बेंत एवं बांस शिल्प, 29 प्रताप मार्ग,
    नीमच शहर, नीमच-458441 (मध्य प्रदेश)

[सं. ई-11016/1/2005-हिन्दी]

भूपेन्द्र सिंह, संयुक्त सचिव

New Delhi, the 29th May, 2006

S.O. 2312.—In pursuance of sub-rule 4 of Rule 10 of the Official Language (Use for Official Purposes of the Union), Rules, 1976 the Central Government hereby notifies the following offices under the Ministry of Textiles, whereof more than 80% staff have acquired working knowledge of Hindi :

1. Regional Director (ER)
Office of DC (Handicrafts)
M S O Building, 3rd Floor
DF Block, Salt Lake City,
Kolkata-700064 (West Bengal)

2. Regional Director (WR)
Office of DC (Handicrafts)
Hairoon House, 3rd Floor,
294-P, Nariman Street, Fort,
Mumbai-400001

3. Deputy Director
Regional Design and Tech. Development Centre,
Office of DC (Handicrafts)
Shed No. 47-54, Block No. 2, Special Industrial Area, Govindpura,
Bhopal-462016 (MP)

4. Deputy Director
Regional Design and Tech. Development Centre,
Office of DC (Handicrafts)
Municipal School Building, Third Floor,
Ram Ji Boricha Marg, Lower Parel (East)
Mumbai-400001 (Maharashtra)

5. Assistant Director
Maktg. & Service Extn. Centre,
Office of DC (Handicrafts)
Bainzeer Cottage,
Malla Joshi Khola,
Almora-263601 (Uttaranchal)

6. Assistant Director
Maktg. & Service Extn. Centre,
Office of DC (Handicrafts)
2/4/1, Avas Vikas Colony,
Near LIC Building, Gandhi Nagar,
Barabanki-225001 (UP)

7. Assistant Director
Maktg. & Service Extn. Centre,
Office of DC (Handicrafts)
S-10/193, B-5, Hukulganj,
Varanasi-221010 (UP)

8. Assistant Director
Maktg. & Service Extn. Centre,
Office of DC (Handicrafts)
Maratha Complex,
178 Devi Ahilaya Marg,
Jail Road,
Indore-452007 (MP)

9. Assistant Director
Carpet Weaving Training Service Centre,
Office of DC (Handicrafts)
469-B, Vijay Park Extension,
Dehradun-248006 (Uttaranchal)

10. Assistant Director
Carpet Weaving Training Service Centre,
Office of DC (Handicrafts)
85-A, Civil Lines, First Floor
Raghuvanshi Complex,
Bareilly-243122 (UP)

11. Assistant Director
Carpet Weaving Training Service Centre,
Office of DC (Handicrafts)
1-A/3A, Ram Priya Road, Behind Prayag Railway Station,
Allahabad-211002 (UP)

12. Assistant Director
Departmental Training Centre,
Office of DC (Handicrafts)
Cane & Bamboo Craft, 29 Pratap Marg,
Neemuch City,
Neemuch-458441 (MP)

[No. E-11016/1/2005/Hindi]

BHUPENDER SINGH, Jt. Secy.

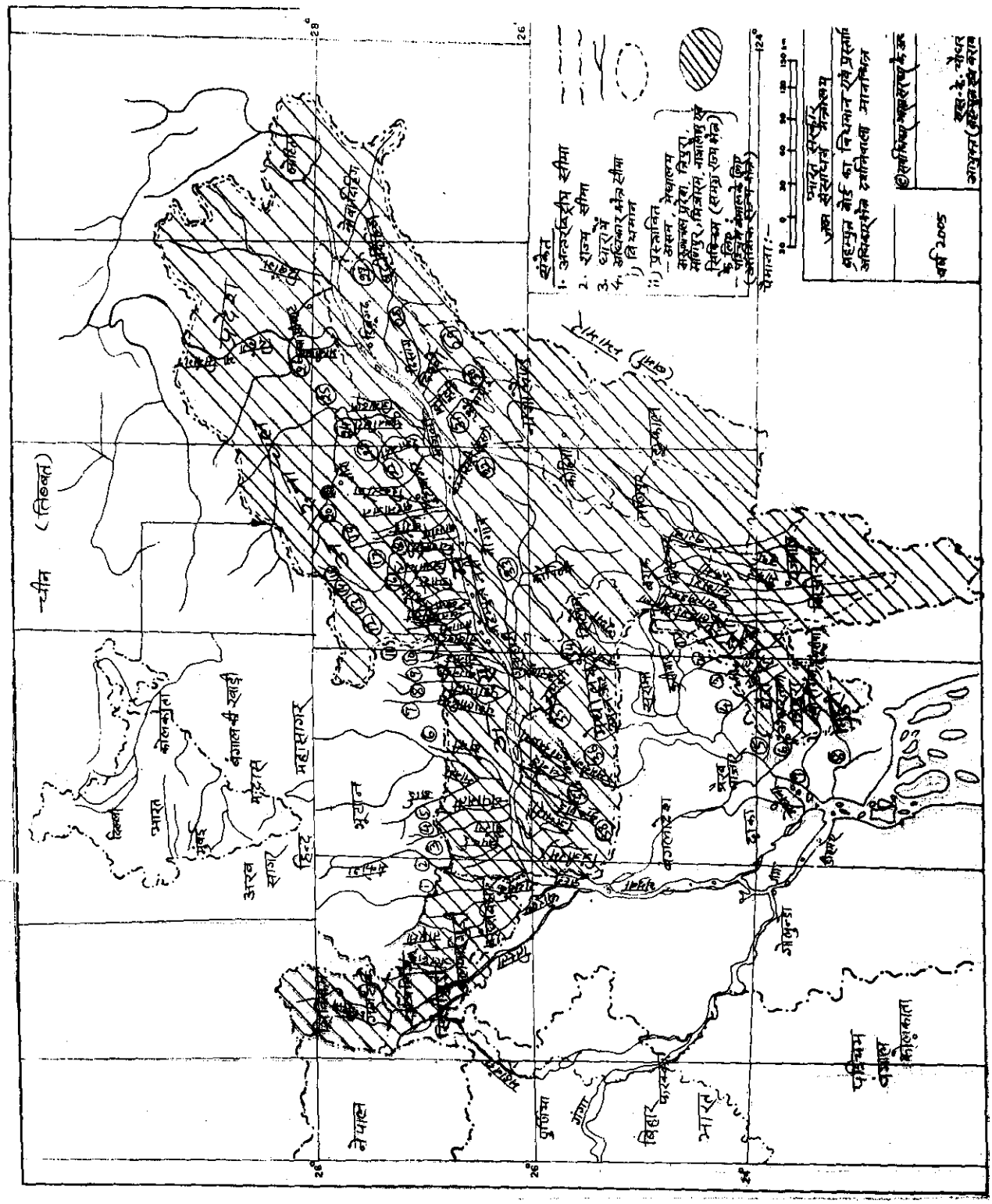
जल संसाधन मंत्रालय

नई दिल्ली, 18 दिसम्बर, 2005

का. आ. 2313.—ब्रह्मपुत्र बोर्ड अधिनियम, 1980 (1980 का 46) की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के तत्कालीन कृषि मंत्रालय के का.आ. 1926 दिनांक 28 अप्रैल 1982, भारत के राजपत्र, भाग-II, धारा 3, उप-धारा (ii) दिनांक 29 मई, 1982 को प्रकाशित अधिसूचना के अधिक्रमण में, ऐसे अधिक्रमण से पहले किए गए कार्यों या करने से छूट गये कार्यों के अलावा, केन्द्र सरकार एतद्द्वारा उक्त अधिनियम के प्रयोजन के लिए ब्रह्मपुत्र घाटी जिसमें उत्तर-पूर्व क्षेत्र, सिक्किम का सम्पूर्ण भाग और ब्रह्मपुत्र और बराक बेसिन में आने वाला पश्चिम बंगाल का उत्तरी भाग शामिल है, की सीमाओं का निर्धारण करती है जैसा कि इसके साथ संलग्न मानचित्र में रेखांकित किया गया है।

[सं. 23/21/97-ईआर/बी एंड बी]

एस. के. चौधरी, आयुक्त (बी एंड बी)



संलग्नक

MINISTRY OF WATER RESOURCES

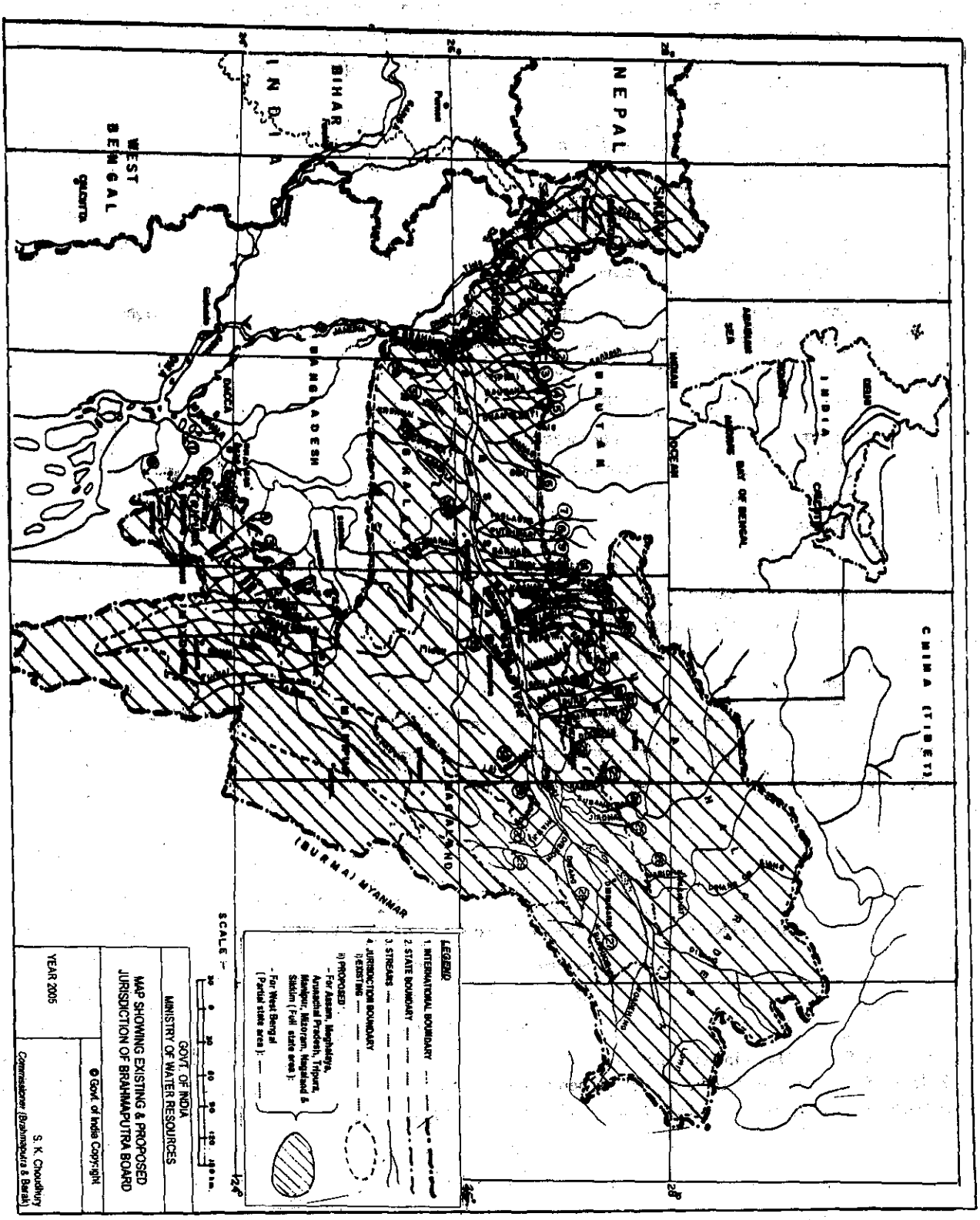
New Delhi, the 18th December, 2005

S.O. 2313.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Brahmaputra Board Act, 1980 (46 of 1980) and in supersession of the notification of the Government of India in the erstwhile Ministry of Irrigation number S.O. 1926 dated the 28th April, 1982, published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 29th May, 1982, except as respect things done or omitted to be done before such supersession, the Central Government hereby demarcates for the purpose of the said Act, the limits of the Brahmaputra Valley covering entire area of North Eastern Region, Sikkim and Northern part of West Bengal area falling within the Brahmaputra and Barak Basin, as outlined in the map annexed hereto.

[No. 23/21/97-ER/B & B]

S. K. CHAUDHURI, Commissioner (B & B)

Annex



उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 2 जून, 2006

का. आ. 2314.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 4025: 2006 रोलिंग बेयरिंग—मापन रीति (दूसरा पुनरीक्षण)		अप्रैल 2006
2.	आईएस 10714 (भाग 1) : 2006/आईएसओ 128-1: 2003 तकनीकी ड्राइंग—प्रस्तुतीकरण के सामान्य सिद्धांत भाग 1 परिचय और सारणी		अप्रैल 2006
3.	आईएस 10714 (भाग 22) : 2006/आईएसओ 128-22: 1999 तकनीकी ड्राइंग—प्रस्तुतीकरण के सामान्य सिद्धांत भाग 22 लीडर लाइन और संदर्भ लाइन की आधारभूत मान्यताएँ और अनुप्रयोग		अप्रैल 2006
4.	आईएस 10714 (भाग 40) : 2006/आईएसओ 128-40: 2001 तकनीकी ड्राइंग—प्रस्तुतीकरण के सामान्य सिद्धांत भाग 40 कट और सेक्शन की आधारभूत मान्यताएँ		अप्रैल 2006
5.	आईएस 15635 (भाग 1) : 2006/आईएसओ 10360: 2000 ज्यामितीय उत्पाद विशिष्टी (जी.पी.एस.)—संयोजी मापन मशीनों (सी.एम.एम.) की स्वीकार्यता और पुर्व-जाँच परीक्षण भाग 1 शब्दावली		मार्च 2006

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीजीडी/जी-3.5]

राकेश कुमार, वैज्ञानिक-'एफ' एवं प्रमुख (पीजीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 2nd June, 2006

S. O. 2314.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of the Indian Standards Established	No. & year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 4025 : 2006 Rolling bearings—Gauging practice (Second Revision)		April 2006
2.	IS 10714 (Part 1) : 2006/ISO 128-1: 2003 Technical drawings—General principles of presentation Part 1 Introduction and index		April 2006
3.	IS 10714 (Part 22) : 2006/ISO 128-22: 1999 Technical drawings—General principles of presentation Part 22 Basic conventions and applications for reference lines.		April 2006
4.	IS 10714 (Part 40) : 2006/ISO 128-402: 2001 Technical drawings—General principles of presentation Part 40 Basic conventions for cuts and sections.		April 2006
5.	IS 15635 (Part 1) : 2006/ISO 10360-1; 2000 Geometrical product specifications (GPS)— Acceptance and re-verification tests for coordinate measuring machines (CMM) Part I Vocabulary		March 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. PGD/G-3.5]

RAKESH KUMAR, Scientist 'F' & Head (PGD)

नई दिल्ली, 2 जून, 2006

का. आ. 2315.—भारतीय मानक ब्यूरो नियम, 1987, के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 4840 : 2006/आईएसओ 4490 : 2001 धात्विक चूर्ण–अशंशोधित फनल द्वारा प्रवाह ज्ञात करना (हॉल प्रवाहमीटर) (दूसरा पुनरीक्षण)	आईएस 4840:1984	30 अप्रैल 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 25/टी-74]

एस. के. गुप्ता, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 2nd June, 2006

S. O. 2315.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of the Indian Standards Established	No. & year of Indian Standards, if any superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 4840 : 2006/ISO 4490 : 2001—Metallic powders— Determination of flow time by means of a caliberated funnel (Hall flowmeter) (Second Revision)	IS 4840 : 1984	30 April 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 25/T-74]

S. K. GUPTA, Scientist-'F' & Head (MTD)

नई दिल्ली, 6 जून, 2006

का. आ. 2316.—भारतीय मानक ब्यूरो नियम 1987, के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 7587 (भाग 3): 2006 खानों में वाईंडिंग के लिए केज सस्पेंशन गियर विशिष्टि भाग 3 सांकल और पिन (पहला पुनरीक्षण)	7587 (भाग 3): 1980 खानों में वाईंडिंग के लिए केज सस्पेंशन गियर विशिष्टि भाग 3 सांकल और पिन	31 मई, 2006
2.	आईएस 15661 : 2006/आई एस ओ 10439 : 2002 पेट्रोलियम, रसायन और गैस उद्योग—उपकेन्द्री संपीडक	–	31 मई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एम. ई. डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक 'एफ' एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 6th June, 2006

S. O. 2316.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of the Indian Standards Established	No. & year of Indian Standards, if any superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 7587(Part 3) : 2006 Cage suspension gear for winding in mines—Specification Part 3 Shackles and pin (First Revision)	IS 7587(Part 3) : 1980 Cage suspension gear for winding in mines— Specification Part 3 Shackles and pin	31 May, 2006

(1)	(2)	(3)
2.	IS 15661: 2006/ISO 104309 : 2002 Petroleum, chemical and gas service industries—Centrifugal compressors	31 May, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MED/G-2:1]

C. K. VEDA, Scientist.-'F' & Head (Technical Engineering)

नई दिल्ली, 6 जून, 2006

का. आ. 2317.—भारतीय मानक ब्यूरो नियम 1987, के नियम, 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 834: 2006 वस्त्रादि—हौजरी के लिए स्पन कोरा सूती धागा—विशिष्टि (पांचवां पुनरीक्षण)	आईएस 834: 1993	जून, 2006
2.	आईएस 12467 (भाग 2): 2006 वस्त्रादि—सौफासाजी के फर्नीचर की ज्वलनशीलता का आकलन भाग 2 ज्वलन स्रोत : माचिस की ज्वाला के समान (पहला पुनरीक्षण)	आईएस 12467 (भाग 1): 1999	जून, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. टीएक्सडी/जी 25]

एम. एस. वर्मा, निदेशक एवं प्रमुख (टीएक्सडी)

New Delhi, the 6th June, 2006

S. O. 2317.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year and title of the Indian Standards Established	No. & Year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 834 : 2006 Textiles—Ring spun grey cotton yarn for hosiery—Specification	IS 834 : 1993	June, 2006
2.	IS 12467 (Part 2): 2006 Textiles—Assessment of the ignitability of upholstered furniture Part 2 Ignition source : Match flame equivalent (frst revision)	IS 12467 (Part 2) : 1999	June, 2006

Copy of these Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. TXD/G-25]

M. S. VERMA, Director & Head (Textiles)

नई दिल्ली, 6 जून, 2006

का. आ. 2318.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	13465 (भाग 3/खंड 4) : 2006 विद्युतरोधन के लिए प्रयुक्त रेजिन आधारित अभिक्रियाशील यौगिक- भाग-3 अलग-अलग सामग्री की विशिष्टियां खंड 4 पूरित पॉलियूरेथेन यौगिक (प्रथम पुनरीक्षण)	–	31 मई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. ईटी 02/टी-137]

पी. के. मुखर्जी, वैज्ञानिक-एफ, एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 6th June, 2006

S. O. 2318.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 13465 (Part 3/Sec 4) : 2006, Resin based reactive compounds used for electrical insulation Part 3: Specification for individual materials Section 4 Filled polyurethane compounds (First Revision)	—	31 May, 2006

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 02/T-137]

P. K. MUKHERJEE, Scientist-F. & Head (Elec. Technical)

नई दिल्ली, 8 जून, 2006

का. आ. 2319.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 62:2006 पेंट के लिए ग्रेफाइट-विशिष्टि (प्रथम पुनरीक्षण)	–	31 मार्च, 2006
2.	आई एस 68:2006 पेंट के लिए चायना मिट्टी (काओलिन)-विशिष्टि (दूसरा पुनरीक्षण)	–	31 मई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 20/आई एस 62 और 68]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 8th June, 2006

S. O. 2319.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 62:2006 Graphite for Paints-Specification (First Revision)	—	31 March, 2006
2.	IS 68:2006 China Clay (Kaolin) for Paints Specification (Second Revision)	—	31 May, 2006

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 20/IS 62 & 68]

Dr. U. C. SRIVASTAVA, Scientist-E. Director & Head (Chemical)

नई दिल्ली, 8 जून, 2006

का. आ. 2320.—भारतीय मानक ब्यूरो नियम 1987, के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2618:2006 कांच की परीक्षण नली-विशिष्टि (दूसरा पुनरीक्षण)	–	30 अप्रैल, 2006

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 10/टी 2618]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 8th June, 2006

S. O. 2320.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated below :—

SCHEDULE

Sl. No.	No. and title of the Indian Standards Established	No. & Year of the Indian Standard, if any, superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2618:2006 Glass Test-Tube–Specification (Second Revision)	—	30 April, 2006

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices:New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 10/T-2618]

U. C. SRIVASTAVA, Scientist-E. Director & Head (Chemical)

नई दिल्ली, 8 जून, 2006

का. आ. 2321.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3025(भाग-59) : 2006 जल एवं अपशिष्ट जल के नमूने लेना और परीक्षण (भौतिक एवं रसायनिक) की विधियां भाग-59 मैंगनीज (पहला पुनरीक्षण)	—	30 अप्रैल, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 32/आई एस 3025(भाग-59)]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 8th June, 2006

S. O. 2321.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of the Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3025 (Part-59) :2006 Methods of Sampling and test (Physical and Chemical) for water and Wastewater Part-59 Manganese (First Revision)	—	30 April, 2006

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 32/IS 3025 (Part-59)]

Dr. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 8 जून, 2006

का. आ. 2322.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 5182 (भाग 1) : 2006 वायु प्रदूषण के मापन की पद्धति भाग 1 धूल क्षरण (पहला पुनरीक्षण)	–	31 मई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, नागपुर, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. सी एच डी 32/आई एस 5182 (भाग 1)]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 8th June, 2006

S. O. 2322.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 5182(Part 1) : 2006 Methods for measurement of Air Pollution Part 1 Dust Fall (First Revision)	—	31 May, 2006

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 32/IS 5182 (Part 1)]

Dr. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 8 जून, 2006

का. आ. 2323.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 101(भाग 3/अनुभाग1 :)1986 रोगनों, वार्निशों और सम्बद्ध उत्पादों के नमूने लेने और परीक्षण की पद्धतियाँ भाग 3 पेंन्ट फिल्म फार्मेशन का परीक्षण अनुभाग 1 सूखने का समय (तीसरा पुनरीक्षण)	संशोधन की संख्या 2, अप्रैल 2006	30 अप्रैल 2006
2	आई एस 101(भाग 3/अनुभाग 4) : 1987 रोगनों, वार्निशों और सम्बद्ध उत्पादों के नमूने लेने और परीक्षण की पद्धतियाँ भाग 3 पेन्ट फिल्म फार्मेशन का परीक्षण अनुभाग 4 फिनिश (तीसरा पुनरीक्षण)	संशोधन की संख्या 3, अप्रैल 2006	30 अप्रैल 2006
3	आई एस 101 (भाग 5/अनुभाग 2) : 1987 रोगनों, वार्निशों और सम्बद्ध उत्पादों के नमूने लेने और परीक्षण की पद्धतियाँ भाग 5 यांत्रिक परीक्षण अनुभाग 2 नमूनता और आसंजन (तीसरा पुनरीक्षण)	संशोधन की संख्या 3, मई 2006	31 मई 2006
4	आई एस 104:1979 तैयार मिश्रित पेंन्ट, ब्रुशिंग, जिंक, क्रोम, प्राइमिंग-विशिष्ट (दूसरा पुनरीक्षण)	संशोधन की संख्या 3, अप्रैल 2006	30 अप्रैल 2006
5	आई एस 198:1978 वार्निश गोल्ड साइज (पहला पुनरीक्षण)	संशोधन की संख्या 2, अप्रैल 2006	30 अप्रैल 2006
6	आई एस 428: 2000 धोने योग्य डिस्टैम्पर-विशिष्टि (दूसरा पुनरीक्षण)	संशोधन की संख्या 2, अप्रैल 2006	31 मई 2006
7	आई एस 1419:1989 समुद्री जहाजों की तली और ढांचे के लिए ब्रुश से करने का दुर्गन्ध रोधी रोगन-विशिष्टि (दूसरा पुनरीक्षण)	संशोधन की संख्या 1, अप्रैल 2006	30 अप्रैल 2006

(1)	(2)	(3)	(4)
8	आई एस 1874 : 1992 तैयार मिश्रित पेन्ट, यूनिवर्सल, जिंक क्रोम, हल्की मिश्र धातु के लिए प्राइमिंग (सिंथेटिक)-विशिष्टि (पहला पुनरीक्षण)	संशोधन की संख्या 1, अप्रैल 2006	30 अप्रैल 2006
9	आई एस 5083 : 1988 रेल के डिब्बों के लिए नाइफिंग स्टापर की विशिष्टि (दूसरा पुनरीक्षण)	संशोधन की संख्या 3, अप्रैल 2006	30 अप्रैल 2006
10	आई एस 8982 : 1991 युद्ध उपस्करों के लिए तैयार मिश्रित रोगन, फिनिश देने वाले, हवा में सूखने वाले-विशिष्टि (पहला पुनरीक्षण)	संशोधन की संख्या 2, अप्रैल 2006	30 अप्रैल 2006
11	आई एस 12744 : 1989 तैयार मिश्रित रोगन, वायु शुष्कन रेड आक्साइड-जिंक फास्फेट, प्राइमिंग-विशिष्टि	संशोधन की संख्या 2, अप्रैल 2006	30 अप्रैल 2006
12	आई एस 13238 : 1991 एपाक्सी आधारित जिंक फास्फेट प्राइमर (दो पैक)	संशोधन की संख्या 2, अप्रैल 2006	30 अप्रैल 2006
13	आई एस 13871 : 1993 पाउडर लेपन-विशिष्टि	संशोधन की संख्या 1, अप्रैल 2006	30 अप्रैल 2006
14	आई एस 14209 : 1994 एपॉक्सी एनेमल, द्विघटक, ग्लॉसी-विशिष्टि	संशोधन की संख्या 1, अप्रैल 2006	30 अप्रैल 2006

इस संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. सी एच डी 20/आई एस 101]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 8th June, 2006

S. O. 2323.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 101(Part 3/Sec I) : 1986 Methods of Sampling and Test for Paints, Varnishes and Related Products Part 3, Tests on Paint Film Formation SectionI Drying Time (*Third Revision*)	Amendment No. 2, April 2006	30 April 2006
2.	IS 101 (Part 3/Sec 4) : 1987 Methods of Sampling and Test for Paints, Varnishes and Related Products Part 3 Tests on Paints Film Formation Section 4 Finish (Third *Revision*)	Amendment No. 3, April 2006	30 April 2006
3.	IS 101 (Part 5/Sec 2) : 1988 Methods of Sampling and Test for Paints, Varnishes and Related Products Part 5 Mechanical Tests Section 2 Flexibility and Adhesion(Third Revision)	Amendment No. 3, May 2006	31 May 2006
4.	IS 104 : 1979 Specification for Ready Mixed Paint, Brushing, Zinc Chrome, Prirning (*Second Revision*)	Amendment No. 3, April 2006	30 April 2006
5.	IS 198 : 1978 Specification for Varnish Gold Size (*First Revision*)	Amendment No. 2, April 2006	30 April 2006
6.	IS 428 : 2000 Washable Distemper—Specification (Second Revision)	Amemdment No. 2, April 2006	31 May 2006
7.	IS 1419 : 1989 Antifouling Paint, Brushing for Ships Bottom and Hulls—Specification (Second Revision)	Amendment No. 1, April 2006	30 April, 2006
8.	IS 1874 : 1992 Ready Mixed Paint, Universal, Zinc Chrome, Priming (Synthetic) for Light Alloys—Specification (First Revision)	Amendment No. 1, April 2006	30 April 2006
9.	IS 5083 : 1988 Specification for Knifing Stopper for Railway Coaches (Second Revision)	Amendment No. 3, April 2006	30 April 2006
10.	IS 8982 : 1991 Ready Mixed Paint, Finishing, air-Drying for War Equipment—Specification (First Revision)	Amendment No. 2, April 2006	30 April 206
11.	IS 12744 : 1989 Ready Mixed Paint, Air drying, Red oxide-Zinc Phosphate, Priming—Specification	Amendment No. 2 April 2006	30 April 2006
12.	IS 13238 : 1991 Epoxy based zinc phosphate primer (Two Pack)—Specification	Amendment No. 2, April 2006	30 April 2006

(1)	(2)	(3)	(4)
13.	IS 13871 : 1993 Powder Coating—Specification	Amendment No. 1, April 2006	30 April, 2006
14.	IS 14209 : 1994 Epoxy Enamel, Two Component, Glossy—Specification	Amendment No. 1, April 2006	30 April, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 20/IS 101]

Dr. U. C. SRIVASTAVA, Scientist 'E' Director & Head (Chemical)

नई दिल्ली, 8 जून, 2006

का. आ. 2324.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	13465 (भाग 3/खंड 2) : 2006 विद्युतरोधन के लिए प्रयुक्त रेजिन आधारित अभिक्रियाशील यौगिक—भाग 3 अलग-अलग सामग्री की विशिष्टियाँ खंड 2 क्वार्ट्ज भरित एपॉक्सी रेजिनीयस यौगिक (पहला पुनरीक्षण)	—	30 अप्रैल, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. ईटी 02/टी-135]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख, (विद्युत तकनीकी)

New Delhi, the 8th June, 2006

S. O. 2324.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 13465 (Part 3/Sec. 2) : 2006 Resin based reactive compounds used for electrical insulation Part 3 : Specification for individual materials Section 2 Quartz filled epoxy resinous compounds (First Revision)	—	30 April, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-I 10 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 02/T-135)]

P. K. MUKHERJEE, Scientist 'F' & Head (Electrical Technical)

नई दिल्ली, 8 जून, 2006

का. आ. 2325.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :–

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	13465 (भाग 3/खंड 3) : 2006 विद्युतरोधन के लिए प्रयुक्त रेजिन आधारित अभिक्रियाशील यौगिक–भाग 3 अलग-अलग सामग्री की विशिष्टियां खंड 3 अपूरित पॉलियूरेथेन यौगिक (प्रथम पुनरीक्षण)	–	30 अप्रैल, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली–110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, नागपुर, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. ईटी 02/टी-136]

पी.के. मुखर्जी, वैज्ञानिक 'एफ'-एवं प्रमुख, (विद्युत तकनीकी)

New Delhi, the 8th June, 2006

S. O. 2325.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 13465 (Part 3/Sec 3) : 2006 Resin based reactive compounds used for electrical insulation Part 3 : Specification for individual materials Section 3 Unfilled polyurethane compounds (First Revision)	—	30 April, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 02/T-136)]

P.K. MUKHERJEE, Scientist 'F' & Head (Electrical Technical)

नई दिल्ली, 8 जून, 2006

का. आ. 2326 .—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 13385 : 1992	संशोधन संख्या 5, मई 2006	6 जून, 2006
2	आई एस 8423 : 1994	संशोधन संख्या 2, मई 2006	5 जून, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. सीईडी/राजपत्र]

जे.सी अरोड़ा, वैज्ञानिक 'ई' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 8th June, 2006

S. O. 2326.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian standards	No. and year of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 13385 : 1992	Amendment No 5, May 2006	6 June, 2006
2	IS 8423 : 1994	Amendment No. 2, May 2006	5 June, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

J.C. ARORA, Scientist 'E' & Head (Civil Engg.)

नई दिल्ली, 9 जून, 2006

का.आ. 2327-भारतीय मानक ब्यूरो के भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 के उपविनियमन (5) के तहत यह अधिसूचित किया जाता है कि निम्नलिखित ब्यौरे वाले लाइसेन्स प्रदान किए जाते हैं ।

अनुसूची

क्रम सं.	लाइसेन्स संख्या	लागू तिथि	पार्टी का नाम व पता (कारखाना)	मानक की उपाधि	भामा संख्या, भाग/खंड व वर्ष
1.	6554375	06-03-2006	मैसर्स वर्षा पोली प्रोडक्ट्स, 1/169, रामनगर कॉलोनी, तिरुच्ची रोड, पोंगलूर, तिरुप्पूर-641 664	सिंचाई उपस्कर–सिंचाई लेटरल्स के लिए पोलीएथिलीन पाइप्स	भामा 12786 : 1989
2.	6553374	06-03-2006	मैसर्स वर्षा पोली प्रोडक्ट्स, 1/169, रामनगर कॉलोनी, तिरुच्ची रोड, पोंगलूर, तिरुप्पूर-641 664	सिंचाई उपस्कर–उत्सर्जक	भामा 13487 : 1992
3.	6557483	23-03-2006	मैसर्स के. एम. पी. इन्डस्ट्रीज, सं. 32/1, सी. एम. कल्याणमंडपम के पास, पी. एन. पालयम रोड, गणपति, कोयंबत्तूर-641 006	गहरे कुओं के निमज्जनीय पंपसेट्	भामा 14220 : 1994
4.	6558889	24-03-2006	मैसर्स एनवायर्नमेन्टल केयर एजेन्सीज व एक्विपमेन्ट इन्डिया प्राइवेट लिमिटेड, विनायकपुरम, 7-वीं गली, रायपुरम, तिरुप्पूर-641 601	पैकेजबंद पेयजल	भामा 14543 : 2004
5.	6559184	27-03-2006	मैसर्स लाइट कंटैनर्स प्राइवेट लिमिटेड, एसएफ सं. 135/2बी, 135/2सी, 135/3बी, इरुगूर विल्लेज, रावत्तूर रोड, पल्लड़म तालुक, कोयम्बत्तूर-641 103	अल्पदाब द्रवणीय गैस के लिए 5 लिटर से अधिक पानी क्षमता के वेल्डित अल्पकार्बन इस्पात सिलिंडर्स–भाग-1 : द्रवीकृत पेट्रोलियम गैसिज (एलपीजी)–विशिष्टि	भामा 3196 (भाग -1) : 1992

[सं. सी एम डी-1/13 : 11]

एस. एम. भाटिया, उप महानिदेशक (मार्क्स)

New Delhi, the 9th June, 2006

S.O. 2327—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1.	6554375	06-03-2006	M/s. Varssha Poly Products, 1/169, Ramnagar Colony, Trichy Road, Pongalur, Tiruppur-641 664	Irrigation Equipment-Polythylene Pipes for Irrigation Laterals	IS 12786 : 1989
2.	6553374	06-03-2006	M/s. Varssha Poly Products, 1/169, Ramnagar Colony Trichy Road, Pongalur, Tiruppur-641 664	Irrigation Equipment Emmitters	IS 13487 : 1992
3.	6557483	23-03-2006	M/s. K.M.P. Industries, No. 32/1, Near CM Kalyanamandapam, P.N. Palayam Road, Ganapathy, Coimbatore-641 006	Openwell Submersible Pumpsets	IS 14220 : 1994
4.	6558889	24-03-2006	M/s. Environmental Care Agencies And Equipment India Private Limited Vinayakapuram, 7th Street, Rayapuram, Tirupur-641 601	Packaged Drinking Water	IS 14543 : 2004
5.	6559184	27-03-2006	M/s. Lite Containers Pvt. Ltd. SF No. 135/2B, 135/2C, 135/3B, Irugur Village, Ravathur Road, Palladam Taluk, Coimbatore-641 103	Welded Low Carbon Steel Cylinders exceeding 5 Litre Water Capacity for Low Pressure Liquefiable Gases— Part 1 : Cylinders for liquefied Petroleum Gases (LPG) Specification	IS 3196 (Part 1) : 1992

[No. CMD/1/13 : 11]

S. M. BHATIA, Dy. Director General (Marks)

नई दिल्ली 9 जून, 2006

का.आ. 2328-भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भामा भाग/अनु. वर्ष संख्या
1	2	3	4	5	6
1.	6534471	25-11-2005	द मैसूर चिपबोर्ड लिमिटेड, मैसूर हुनसूर रोड, हिंकल, मैसूर-577 017	आग निरोधी प्लाइवूड	5509 : 2000
2.	6535170	28-11-2005	रजता महल ज्वैलरस, सं. 499, एवन्यू रोड, बंगलौर-560002	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
3.	6535675	30-11-2005	सोलारिस कैमटैक लि., बिनागा, कारवार पूर्व कान्नडा-581307	फॉसफॉरिक एसिड-खाद्य ग्रेड	10508 : 1983
4.	6539178	20-12-2005	विकास बोर्ड इन्डस्ट्री 71/बी, दोड्डा थोगूर इलैक्ट्रानिक सिटी पोस्ट, बंगलौर-560 100	सामान्य उद्देश्यों के लिए प्लाइवूड	303 : 1989
5.	6539380	21-12-2005	कम्मर उद्योग सिद्धेश्वर कंपाउण्ड, बंकापूर चौक, पी.बी. रोड, हुबली, धारवाड-580 024	तिजोरियां	550 : पार्ट 1 : 2003
6.	6539683	22-12-2005	इम्पैक्ट सेफ्टी ग्लास वर्कस प्रा. लिमिटेड सर्वे सं. 23, पुराना मद्रास रोड, आवलहल्ली, बंगलौर-560049	सुरक्षा कवच भाग-2 सड़क परिवहन के लिए	2553 : पार्ट 2 : 1992
7.	6539885	23-12-2005	यूनिवर्सल बोर्डस, 7-ए, पुत्तूर इंडस्ट्रीयल एरिया, अरयप्पू, पुत्तूर-574210	सामान्य उद्देश्यों के लिए प्लाइवूड	303 : 1989
8.	6539986	23-12-2005	यूनिक्क वूड प्रोडक्टस, के सी रोड, तालपडी, मंगलौर	सामान्य उद्देश्यों के लिए प्लाइवूड	303 : 1989
9.	6540062	23-12-2005	यूनिक्क वूड प्रोडक्टस, के सी रोड, तालपडी, मंगलौर	ब्लॉक बोर्डस	1659 : 1990
10.	6540264	26-12-2005	नंदी सिलिंडरस प्रा. लि., प्लॉट सं. 52 व 53 नौबाद इंडस्ट्रीयल एरिया, बिदर-585401	स्थायल उपयोग के लिए द्रवित पेट्रोलियम गैस (एलपीजी) धारक	14899 : 2000
11.	6541771	29-12-2005	एच एन्ड आर फूड एन्ड बीवरेजस, एनएच 48, मानी पोस्ट, बंतवल मंगलौर-574253	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004

1	2	3	4	5	6
12.	6542975	09-01-2006	श्री साई बीवरेजस चेन्निगा फॉमर्स, अनंतपूरा गांव, आतूर पोस्ट, येलहंका, बंगलौर-560 064	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
13.	6543068	09-01-2006	दिव्या एण्टरप्राइजेस, 11, छटा क्रॉस, दूसरा ए मेन रोड, दोड्डनाकुण्डी, मारत्ताहल्ली, बंगलौर-560037	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
14.	6543169	09-01-2006	प्यूर डयू एण्टरप्राइजेस शातं पेट, शांते होन्डा के पीछे चित्रदुर्गा-577501	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
15.	6543472	10-01-2006	मोहित इंडस्ट्रीज, एम. बी. सं. 915/452, सर्वे सं. 6/10, किन्नल रोड, कोप्पल-583231	पेय जल आपूर्ति हेतु अनम्यकृत पीवीसी पाइपें	4985 : 2000
16.	6544878	24-01-2006	पवित्रा एकुवा प्राइवेट लिमिटेड, सं. 75, नंजंगगुड इंडस्ट्रीयल एरिया, केआइडीबी, ननजंगगड मैसूर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
17.	6545779	01-02-2006	विकास बोर्ड इन्डस्ट्री, 71/बी, दोड्डा थोगूर इलैक्ट्रानिक सिटी पोस्ट, बंगलौर-560100	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवूड सतहयुक्त पल्ले	आई एस 2002 : पार्ट 1 : 1999
18.	6548987	16-02-2006	प्रशस्ति एसोसियेट्स श्याम कॉम्पलैक्स, मारूती वितिका, उडूपी-576101	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
19.	6549080	16-02-2006	मूलिया केशवा भट्ट एण्ड सन्स, कोर्ट रोड, पुत्तूर, दक्षिण कन्नडा- 574201	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
20.	6549181	16-02-2006	रोडम ज्वैलस 32/1, बंगलौर रोड, बेल्लारी-583101	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
21.	6549686	17-02-2006	कर्नाटक खादी ग्रामोद्योग समयुक्त संघ (फेडरेशन), बेंबरी, हुबली-580 023	भारत का राष्ट्रीय झंडा (सूती खादी)	IS 1 : 1968
22.	6550065	20-02-2006	एकुवा मिनरल इंडिया सं. 19/1, बासापूरा रोड, होसूर रोड, बेकूर होबली, होसा रोड, दोड्डातोगुर, पंचायत, बंगलौर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	IS 14543: 2004

1	2	3	4	5	6
23.	6550570	21-02-2006	भुवलका स्टील इंडस्ट्रीज लिमिटेड, सादरामंगला गांव, होदी-वाइटफील्ड रोड, बेंगलौर-560 066	उच्च शक्ति के विरूपित इस्पात तारें व वायर्स	IS 1786: 1985
24.	6550772	22-02-2006	बालाजी बिवरेजस, सं. 24-4, ईदगाह मेन रोड, गवर्नमेंट जूनियर कॉलेज के पीछे, वरतूर, बेंगलौर-560 087	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543: 2004
25.	6550873	23-02-2006	श्री बालाजी मिनरल्स (इंडिया), सं. 61/1 सं. 2, हसकर गेट, अनंतनगर रोड, इलैक्ट्रानिक सिटी रोड, बेंगलौर-560 100	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543: 2004
26.	6550974	23-02-2006	मलप्पा इंडस्ट्रीज, मलप्पा फॉर्म हाउस, शेगेहल्ली वीरगोनगर पोस्ट, के आर पूरम, बेंगलौर-560 049	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543: 2004
27.	6551269	24-02-2006	रॉक कंस्ट्रक्शन केमिकल्स, सं. 17/4, एम आर जे कॉलोनी, पहला बी क्रॉस, मत्तीकेरे एक्सटेन्सन, बेंगलौर-560 054	एकिक सीमेंट को जलसह बनाने का यौगिक	2645 : 2003
28.	6551471	27-02-2006	बालाजी एक्वा मिनरल्स, आर एस सं. 73/1, चंद्रोताइमट, चिकोडी रोड, नेज, बेलगाम-591214	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543: 2004
29.	6553677	06-03-2006	स्वर्णा ज्वैलरस, गुज्जडी नरसिंह नायक एण्ड सन्स स्वर्णा, यूरेजिंक्शन, टी बी रोड, देशपांडे नगर, हुबली, धारवाड़-580 029	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
30.	6553778	06-03-2006	श्री बंगारादा कट्टे, कोर्ट रोड, पुत्तूर, दक्षिण कन्नड-574 201	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी--शुद्धता व मुहरांकन	1417 : 1999
31.	6553879	06-03-2006	बी पुण्डलिका बालिगा एण्ड सन्स, ज्वैलर्स कुक्कला विलेज, पुंजलकट्टा, दक्षिण कन्नडा-574233	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी--शुद्धता व मुहरांकन	1417 : 1999
32.	6553980	06-03-2006	स्वर्ण आभूषण, सं. 74, नगरथपेट मेन रोड, बेंगलौर-560 002	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी--शुद्धता व मुहरांकन	1417 : 1999
33.	6554174	07-03-2006	राजश्री ज्वैलरस, 11-13-143, नेताजी रोड, रायचूर-584 101	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी--शुद्धता व मुहरांकन	1417 : 1999

1	2	3	4	5	6
34.	6554982	07-03-2006	फॉर्टयून लेब्स एण्ड बिवरेजस इंक (INC) सं. 57/6, दिनेपालया, सी के पालया रोड, गोटेगेरे पोस्ट, बनरगट्टा रोड, बेंगलौर-560 083	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
35.	6555580	13-03-2006	वीआरकेपी स्टील इंडस्ट्रीज प्रा.लि., सं. 111, देवनहल्ली मेन रोड, ऑफ मद्रास मेन रोड, विरगोनगर पोस्ट, बेंगलौर-560 049	उच्च शक्ति के विरूपित इस्पात तारें व वायर्स	1786 : 1985
36.	6555984	15-03-2006	दीपिका एक्वा मिनरलस, सं. 011, नेहरू कल्यान मंडल के नजदीक, उरबान पोस्ट, के जी एफ, कोलर-563 120	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
37.	6557079	21-03-2006	एवन प्लास्टिक इंडस्ट्रीज लि., सं. 98, इंडस्ट्रीयल सबअरब, 2 स्टेज, तुमकूर रोड, बेंगलौर-560 022	संवातन और वर्षा के पानी के तंत्र सहित भवनों के अन्दर की मिट्टी तथा अपशिष्ट निरावेशन तंत्र के लिए अनम्यकृत पी वी सी पाइपें	13592 : 1992
38.	6557180	21-03-2006	एशियन इंजिनियर्स, सं. 264, तीसरा क्रॉस, पहला मेन, दरगाह मोहल्ला, ओल्ड मद्रास रोड, दूरवाणी नगर, बेंगलौर-560 016	निमज्जणीय पम्पसेट	8034 : 2002
39.	6557281	21-03-2006	एशियन इंजिनियर्स, सं. 264, तीसरा क्रॉस, पहला मेन, दरगाह मोहल्ला, ओल्ड मद्रास रोड, दूरवाणी नगर, बेंगलौर-560016	निमज्जणीय पम्पसेटों के लिए मोटर	9283 : 1995
40.	6557786	22-03-2006	ए शंकर चेट्टी एण्ड सन्स, डाइमंड-गोल्ड सिल्वर ज्वैलरस, के आर सर्कल, मैसूर-570001	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
41.	6558384	24-03-2006	इश्वरी मिनरलस, सं. 13, मिरजा रोड, पोलिस क्वाटर के सामने, अनेकल टाउन, बेंगलौर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
42.	6558687	24-03-2006	श्री साई मिनरलस, सं. 41, तूरूबाराहल्ली, वरतूर मेन रोड, रामगोनदनाहल्ली, बेंगलौर-560066	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
43.	6559285	27-03-2006	वी रामैय्या चेट्टी एण्ड सन्स ज्वैलरस, सं. 18, 19 ज्वैलरस स्ट्रीट, बेंगलौर-560001	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999

1	2	3	4	5	6
44.	6559689	28-03-2006	हाइजीन इंडिया, आर. एस. सं. 534/बी, बेलानली रोड, शेयरवाड गांव, हुबली तालुक, धारवाड-580212	फिलोलिक टाइप रोगाणुनाशी द्रव	1061 : 1997
45.	6559790	28-03-2006	अंजनादरी ज्वैलरस, नया 172, पुराना 393, संपीगे रोड, 9वें व 10वें क्रॉस के बीच, मल्लेश्वरम, बेंगलौर	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
46.	6559891	28-03-2006	झंकार ज्वैलरस, सं. 61, नगरथपेट, बेंगलौर-560002	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
47.	6559992	28-03-2006	एस. एल. शेट्ट ज्वैलरस एण्ड डायमंड हाऊस, के.एस. राव रोड, मंगलौर-575001	स्वर्ण व स्वर्ण मिश्रित आभूषणों/ शिल्पकारी-शुद्धता व मुहरांकन	1417 : 1999
48.	6560068	28-03-2006	एडवांस केबल टेक्नॉलजिस (प्रा.) लि., सं. 14, केआइडीबी इंडस्ट्रीयल एरिया, बसेट्टीहल्ली, दोड्डबल्लापूर बेंगलौर रूरल-561203	पीवीसी रोधित (हैवी ड्यूटी) बिजली के के. भाग 1 1100 वोल्ट तक कार्यकारी वोल्टता लिए	1554 : Part 1 : 1988
49.	6560371	28-03-2006	वेदादारी मिनरलस, आर. के. हसटी के नजदीक, पहला फेज, बोम्मासंद्रा इंडस्ट्रीयल एरियर, बेंगलौर-560099	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
50.	6560472	27-03-2006	एस्से टेरॉवका लिमिटेड, 4 बी, बोम्मासंद्रा इंडस्ट्रीयल एरिया, बेंगलौर	इलेक्ट्रानिक वेइंग प्रनाली भाग 3	9281 : Part 3 : 1981
51.	6560573	28-03-2006	कावेरी पाइपस, 12/6, सं. 41, नयनदहल्ली मैसूर रोड, बेंगलौर-560039	सिंचाई उपस्कर-छलनी टाइप फिल्टर	12786 : 1989
52.	6560674	28-03-2006	आशा केबलस, 180/ए, पेटे चेन्नप्पा इंडस्ट्रीयल एस्टेट, कामाक्षी पायला, बेंगलौर-560079	1100 वो तक कार्यकारी वोल्टता के लिए पी वी सी रोधित केबलस	694 : 1990
53.	6560775	28-03-2006	जैन इंडस्ट्रीज, सं 3, आइआर पॉलीटैक्निक मेन रोड, लक्ष्मीदेवी नगर, पीनया बेंगलौर	द्रवित पैट्रोलियम गैस (एल पी जी) के लिए रबड धोज	9573:1998
54.	6561272	29-03-2006	डिजीपिलक कंट्रोलस (इंडिया) प्रा. लि. सं 450, 10 ए क्रॉस, पीनया इंडस्ट्रीयल एरिया, बेंगलौर-560058	सौर सपाड पट्टि का संग्रहक भाग 1	12933 (भाग 1): 2003

1	2	3	4	5	6
55.	6561373	31-03-2006	यूनिवर्सल बोर्ड, 7-ए, पुत्तूर इंडस्ट्रीयल एरिया, अय्यप्पू, पुत्तूर-574210	ब्लॉक बोर्डस	1659: 2004
56.	6561474	31-03-2006	साई एक्वा फूडस एण्ड बिवरेजस, सं 57/3, सुनकलपालया, कंगेरी उत्तरहल्ली, मेन रोड, कंगेरी बेंगलौर-560 060	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543: 2004
57.	6561878	31-03-2006	न्यूकर वेल्ड (इंडिया) प्रा लि सं 223, कोनापन्ना अग्रहारा इलैक्ट्रानिक सिटी पोस्ट, बेंगलौर-560100	आर्क वेल्डिंग के लिए आवृत कार्बन और कार्बन मैंगनीज इस्पात इलेक्रोड	814: 2004
58.	6561979	31-03-2006	ज्योती एल स चंद्र मोलीश्वरा टेम्पल स्ट्रीट, 16वां किमि, हेसरगट्टा रोड, चिक्कबनव. । पोस्ट, बेंगलौर-560090	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक पेय जल के अलावा)	14543 : 2004
59.	6562678	31-03-2006	स्वर्ण महल : वैल पैराडाइस डोर सं 241 बंगलौर रोड, बेल्लारी-58: :01	स्वर्ण व स्वर्ण मिश्रित आभूषणों/शिल्पकारी-शुद्धता व मुहरांकन	1417: 1999
60.	6564177	7-04-2006	आर आर गोल्ड पैलेस सं. 88, संपीगे रोड, 6 व 7वें क्रॉस के बीच में, संपीगे रोड, मल्लेश्वरम, बेंगलौर-560003	स्वर्ण व स्वर्ण मिश्रित आभूषणों/शिल्पकारी-शुद्धता व मुहरांकन	1417:1999
61.	6564278	7-04-2006	श्री कामाक्षी आभरणा जावली बाझार, गदग-582101	स्वर्ण व स्वर्ण मिश्रित आभूषणों/शिल्पकारी-शुद्धता व मुहरांकन	1417:1999
62.	6564379	10-04-2006	विकास बोर्ड इंडस्ट्री 71/बी, दोड्डा थोगूर इलैक्ट्रॉनिक सिटी पोस्ट, बेंगलौर-560100	ब्लॉक बोर्डस	1659 : 2004
63.	6564783	10-04-2006	ए बी बी लिमिटेड सं. 5 व 6, दूसरा फेज, पीनया इंडस्ट्रीयल एस्टेट, बेंगलौर-560058	एसी विद्युत तंत्रों के लिए स्वत: ठीक होने वाले 650 वोल्ट की रेटित वोल्टता के संट संधारित्र	13340 : 1993

[सं. सी एम डी-1/13:11]

एस. एम. भाटिया, उप महानिदेशक (मार्क्स)

New Delhi, the 9th June, 2006

S.O. 2328—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following Schedule :

SCHEDULE

Sl. No.	Licence No.	Operative date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1	2	3	4	5	6
1.	6534471	25-11-2005	The Mysore Chipboards Limited, Mysore-Hunsur Road, Hinkal, Mysore-570017	Fire Retardant Plywood Specification	IS 5509 : 2000
2.	6535170	28-11-2005	Rajatha Mahal Jewellers No. 499, Avenue Road, Bangalore Urban-560002	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	IS 1417 : 1999
3.	6535675	30-11-2005	Solaris Chemtech Ltd. Binaga, Karwar Uttar Kannada, Karnataka-581307	Specification for Phosphoric Acid, Food Grade	IS 10508 : 1983
4.	6539178	20-12-2005	Vikas Board Industry 71/B, Dodda Thogur Electronic City Post Bangalore-560100	Plywood for General Purposes	303 :1989
5.	6539380	21-12-2005	Kammar Udyog Siddheshwar Compound Bankapur Chowk P. B. Road, Hubli, Dharwad-580024	Safes-Part 1 : Specification	IS 550 : Part 1: 2003
6.	6539683	22-12-2005	Impact Safety Glass Works (P) Ltd. S. No. 23, Old Madras Road Avalahalli, Bangalore-560049	Safety Glass-Specification-Part 2 : For Road Transport	IS 2553 : Part 2 : 1992
7.	6539885	23-12-2005	Universal Boards 7-A, Puttur Industrial Area Aryapu, Puttur-574210	Plywood for General Purposes	303 :1989
8.	6539986	23-12-2005	Unique Wood Products K. C. Road, Talapady Mangalore	Plywood for General Purposes	303 :1989
9.	6540062	23-12-2005	Unique Wood Products K. C. Road Talapady, Mangalore	Block Boards	1659 :1990
10.	6540264	26-12-2005	Nandi Cylinders Pvt. Ltd. Plot Nos. 52 and 53, Naubad Industrial Area, Bidar-585401	Liquefied Petroleum Gas (LPG) Containers for Automotive Use-Specification	14899 :2000

1	2	3	4	5	6
11.	6541771	29-12-2005	H&R Food and Beverages NH 48, Maani Post, Bantwal Mangalore-574253	Packaged Drinking Water (Other than Packaged Natural Mineral Water)— Specification	14543 :2004
12.	6542975	09-01-2006	Sri Sai Beverages Chenniga Farms Ananthapura Village Attur Post, Yelahanka Bangalore-560064	Packged Drinking Water (Other than Packaged Natural Minieral Water)— Specification	14543 :2004
13.	6543068	09-01-2006	Divya Enterprises 11, 6th Cross, 2nd, A Main Road Doddanakundi, Marathalli Bangalore-560037	Packaged Drinking Water (Other than Packgaed Natrual Mineral Water)— Specification	14543 : 2004
14.	6543169	09-01-2006	Pure Dew Enterprises Santhe Pet Behind Santhe Honda Chitradurga-577501	Packaged Drinking Water (Other than Packged Natural Mineral Water)— Specification	14543 :2004
15.	6543472	10-01-2006	Mohit Industries M. B. No. 915/452, Svervy No. 6/10, Kinnal Road Koppal-583231	Unplasticized PVC Pipes for Potable Water Supplies	4985 :2000
16.	6544878	24-01-2006	Pavithra Aquae Private Limited No. 75, Nanjangud Industrial Area, Kiadb, Nanjangud Mysore	Packaged Drinking Water (Other than Packaged Natural Mineral Water)— Specification	14543 :2004
17.	6545779	01-02-2006	Vikas Board Industry 71/B, Dodda Thogur Electronic City Post Bangalore-560100	Sepcification for wooden flush door shutters (solid core type) : Part 1 plywood face panels	IS 2202 : paart 1 : 1999
18.	6548987	16-2-2006	Prashasthi Associates Shyam Complex Maruthi Veethika Udupi-576101	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Marking	1417 :1999
19.	6549080	16-02-2006	Muliya Keshava Bhatta and Sons Court Road, Puttur, Dakshin Kannada-574201	Gold and Gold Allyos, Jewellery/Artefacts— Fineness and Marking	1417 : 1999
20.	6549181	16-02-2006	Roddam Jewels 32/1, Bangalore Road, Bellary-583101	Gold and Gold Alloys, Jewellery/Artefacts— Fineners and Marking	1417 : 1999
21.	6549686	17-02-2006	Karnataka Khadi Gramodyog Samyukta Sangh (Federation) Bengeri, Hubli-580023	National Flag of India (Cotton Khadi)	IS 1 : 1968
22.	6550065	20-02-2006	Aqua Mineral India Sy No. 19/1, Basapura Road Hosur Road, Begur Hobli, Hossa Road, Dodathogur, Panchayat, Bangalore	Packaged Drinking Water (Other than Packaged Natural Mineral Water)— Specification	IS 14543 :2004

1	2	3	4	5	6
23.	6550570	21-02-2006	Bhuwalka Steel Industries Limited Sadaramangala Village Hoody-white Field Road Bangalore-560066	High strength deformed steel bars and wires for concrete reinforcement	IS 1786 : 1985
24.	6550772	22-02-2006	Balaji Beverages No. 224-4, Idgha Main Road behind Govt Junior College Varthur, Bangalore-560087	Packaged Drinking Water (Other than packaged Natrual Mineral Water)— Specification	14543 :2004
25.	6550873	23-02-2006	Sri Balaji Minerals (India) No. 61/1, No. 02, Huskur Gate Ananthnagar Road Eelectronic City Post, Hosur Main Road, Bangalore-560100	Packaged Drinking Water (Other than packaged Natural Mineral Water)— Specification	14543 :2004
26.	6550974	23-02-2006	Mallappa Industries Mallappa Farm House, Shegehalli Virgonagar post K.R. Puram, Bangalore-560049	packaged Drinking Water (Other than packaged Natural Mineral Water)— Specification	14543 :2004
27.	6551269	24-02-2006	Roak Construction Chemicals No. 17/4, M.R.J. Colony, IST B, Cross, Mathikere Extension, Bangalore-560054	Integral Waterproofing Compounds for Cement Mortar and concrete	2645 : 2003
28.	6551471	27-02-2006	Balaji Aqua Minerals R.S. No. 73/1, Near Chandrotaimath Chikodi Road, Nej, Belgaum-591214	Packaged Drinking Water (Other than packaged Natural Mineral Water)— Specification	14543 : 2004
29.	6553677	6-03-2006	Swarana Jewellers Gujjadi Narasimha Nayak & Sons Swarna, Eureka Junction T.B. Road, Deshpande Nagar, Hubli, Dharwad-580029	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417 : 1999
30.	6553778	6-03-2006	Sri Bangarada Katte Court Road, Puttur, Dakshin Kannada-574201	Gold and Gold Alloys, Jewellery/Artefacts— Fineness and Markting	1417 : 1999
31.	6553879	6-03-2006	B. Pundalika Baliga & Sons Jewellers, Kukkala Village, Punjalkatta, Dakshin Kannada-574233	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417 : 1999
32.	6553980	6-03-2006	Swarna Abhushan No. 74, Nagarathpet, Main Road, Bangalore-560002	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417 : 1999
33.	6554174	7-03-2006	Rajshree Jewellers 11-13-143, Netaji Road, Raichur-584101	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marketing	1417 : 1999
34.	6554982	7-03-2006	Fortune Labs and Beverages Inc No. 57/6, Dinnepalya C.K. Palya Road, Gottegere P.O. Bannerghatta Road, Bangalore-560083	Packaged Drinking Water (Other than Packaged Natural Mineral Water)- Specification	14543 : 2004

1	2	3	4	5	6
35.	6555580	13-03-2006	VRKP Steel Industries Pvt. Ltd, No. 111, Devanahalli Main Road, Off Old Madras Road, Virgonagar Post, Bangalore-560049	High strength deformed steel bars and wires for concrete reinforcement	1786 : 1985
36.	6555984	15-03-2006	Deepika Aqua Minerals, No. 011, Near Nehru Kalyana Mantap, Oorgaum Post, K.G.F. Kolar-5463120	Packaged Drinking Water (Other than Packaged Natural Mineral Water)-Specification	14543 : 2004
37.	6557079	21-03-2006	Avon Plastic Industries Ltd, No. 98 Industrial suburb 2nd Stage, Tumkur Road, Bangalore-560022	UPVC Pipes for soil and Waste discharge systems inside buildings including Ventilation and rainwater System	13592 : 1992
38.	6557180	21-03-06	Asian Engineers, No. 264, 3rd Cross, 1st Main Dargah Mohalla, Old Madras Road, Doorvani Nagar, Bangalore-560016	Submersible Pumpsets	8034 : 2002
39.	6557281	21-3-2006	Asian Engineers, No. 264, 3rd Cross, 1st Main Dargah Mohalla, Old Madras Road, Doorvani Nagar, Bangalore-560016	Motors for Submersible Pumpsets	9283 : 1995
40.	6557786	22-03-2006	A. Shankara Chetty and Sons, Diamond- Gold Silver jewellers, K. R. Circle, Mysore-570001	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marketing	1417 : 1999
41.	6558384	24-03-2006	Eshwari Minerals, No.13, Mirza Road, Opp. Police Quarters, Ankal Town, Bangalore.	Packaged Drinking Water (Other than Packaged Natural Mineral Water)-Specification	14543 : 2004
42.	6558687	24-03-2006	Sri Sai Minerals, No. 41, Turubarahalli, Varthur, Main Road, Ramagondanahalli, Bangalore-560066	Packaged Drinking Water (Other than Packaged Natural Mineral Water)-Specification	14543 : 2004
43.	6559285	27-03-2006	V. Ramiah Chetty and Sons Jewellers No. 18, 19, Jewellers Street, Bangalore-560001	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417 : 1999
44.	6559689	28-03-2006	Hygiene India, R.S. No. 543/B, Belagali Road, Sharewad Village Hubli Taluk, Dharwad. Bagalkot-580212	Disinfectant Fluids, Phenolic Type	1061 : 1997
45.	6559790	28-03-2006	Anjanadri Jeweller, New 172, Old 393, Sampige Road, Between 9th & 10th Cross, Malleswara, Bangalore-560003	Gold and Gold Alloys, Jewellers/Artefacts-Fineness and Marking	1417 : 1999
46.	6559891	28-03-2006	Jhankar Jewellers, No. 61, Nagarathpet, Bangalore-560002	Gold and Gold Alloys, Jewellers/Artefacts-Fineness and Marking	1417 : 1999
47.	6559992	28-03-2006	S.L. Shet Jewellers & Diamond House, K. S. Rao Road, Mangalore-5750001	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417 : 1999

1	2	3	4	5	6
48.	6560068	28-3-2006	Advance Cable Technologies (P) Ltd, No. 14, Kiadb Industrial Area, Basettihalli, Doddaballa-Pur, Bangalore Rural-561203	PVC insulated (heavy duty) Electric Cables : Part 1 For working voltages upto and including 1100 V	1554 : Part 1 1988
49.	6560371	28-03-2006	Vedhadri Minerals, Near R. K. City, 1st Phase Bommasandra Industrial Area, Bangalore-560099	Packaged Drinking Water (Other than Packaged Natural Mineral Water)-Specification	14543 : 2004
50.	6560472	27-03-2006	Essae Teraoka Limited, 4B, Bommasandra Indstrial Area, Bangalore-560099	Electronic weighing systems Part 3, Requirements	9281-Part 3 : 1981
51.	6560573	28-03-2006	Kaveri Pipes 12/6, No. 41, Nayandahalli, Mysore Road, Bangalore-560039	Irrigation Equipment— Polyethylene Pipes for Irrigation Laterals	12786 : 1989
52.	6560674	28-03-2003	Asha Cables, 180/A Pete Channappa Industrial Estate, Kamakshi Palya, Bangalore-560079	PVC Insulated Cables for working Voltages upto and including 1100 V	694 : 1990
53.	6560775	28-3-2006	Jain Industries No.3, I.R. Polytechnic Main Road, Lakshmidevi Nagar, Peenya Bangalore-560058	Rubber hose for liquefield Petroleum gas (LPG)	9573 : 1998
54.	6561272	29-03-2006	Digiflic Controls (India) Pvt. Ltd, No. 450, 10th A, Cross, Peenya Industrial Area, Bangalore-560058	Solar Flat Plate Collector-Specification-Part 1 : Requirements	12933 : Part 1 : 2003
55.	6561373	31-03-2006	Universal Boards, 7-A, Puttur Industrial Area Aryapu-574210 Putter	Block Boards	1659 : 2004
56.	6561474	31-03-2006	Saiee Aqua Foods & Beverages Sy. No. 57/3, sunkalpalya Kengeri-Uttarahalli Main Road, Kengeri, Bangalore-560060	Packaged Drinking Water (Other than (Pakaged Natural Mineral Water)-Specification	14543:2004
57.	6561878	31-03-2006	Nucor weld (India) Private Limited No. 223, Konappana Agrahara Electronic City Post Bangalor-560100	Covered Electrodes for Manual Metal Arc Welding of Carbon and Carbon Manganese Steel	814 : 2004
58.	6561979	31-03-2006	Jyothi Alloys Chandra Mouleshwara temple Street, 16th KM, Hesaragatta Road, Chikkabanavara Post, Bangalore-560090	Packaged Drinking Water (other than Packaged Natural Mineral Water) Specification	14543 : 2004
59.	6562678	31-03-2006	Swarana Mahal Jeweller Paradise Door No. 241, Bangalore Road, Bellary-583101	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417 : 1999
60.	6564177	7-04-2006	R. R.Gold Palace No. 88, Sampige Road, between 6th & 7th Cross, Samige Road, Malleshwaram, Bangalore-560003	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417 : 1999
61.	6564278	7-04-2006	Shree Kamakshi Abharana Javali Bazar, Gadag-582101	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417 : 1999

1	2	3	4	5	6
62.	6564379	10-4-2006	Vikash Board Industry 71/B. Dodda thgur Electonic City Post Bangalore-560100	Block Boards	1659 : 2004
63.	6564783	10-4-20065	ABB Limitedd No. 5 and 6, 2 ND Phase Peenya Industrial Estate Bangalore-560058	Power Capacitors of Self-healing Type For AC Power Systems having Rated Voltage up to 650 V	13340 : 1993

[NO. CMD-1/13:11]

S.M. BHATIA, Dy. Director, General (Marks)

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 13 जून, 2006

का.आ. 2329-तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की उपधारा (3) के खण्ड (3) द्वारा प्रदत्त (की गई शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा निम्नलिखित अधिकारियों को तेल उद्योग विकास बोर्ड के सदस्य के रूप में, उनके सामने दर्शायी गई अवधि के लिए, या अगले आदेश जारी होने तक, जो भी पहले हो, नियुक्त/पुनर्नियुक्त करती है:--

		से	तक
1.	श्रीमती सतवंत रेड्डी, सचिव, रसायन एवं पेट्रो रसायन विभाग	5-9-2005	4-9-2007
2.	श्री संजय जोशी, संयुक्त सचिव, पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय	23-4-2006	31-7-2006
3.	श्रीमती रीता मेनन, अवर सचिव, व्यय विभाग	12-6-2006	11-6-2008
4.	श्री एम.बी. लाल, अध्यक्ष एवं प्रबंध निदेशक, एच पी सी एल	1-6-2006	31-3-2007

[सं. जी. 35012/2/91-वित्त II]

के. पी. के. नम्बीसन, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 13th June, 2006

S.O. 2329.—In exercise of the powers conferred by sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints/re-appoints the following officers as Members of the Oil Industry Development Board for the period shown against their names or until further orders, whichever is earlier :

		From	To
1.	Smt. Satwant Reddy, Secretary, Deptt. of Chemicals & Petrochemicals.	5-9-2005	4-9-2007
2.	Shri Sunjoy Joshi, Joint Secretary, Ministry of Petroleum & Natural Gas	23-4-2006	31-7-2006
3.	Smt. Rita Menon, Additional Secretary, Deptt. of Expenditure	12-6-2006	11-6-2008
4.	Shri M.B. Lal, CMD, HPCL	1-6-2006	31-3-2007

[No. G. 35012/2/91-Fin. II]

K.P.K. NAMBISSAN, Under Secy.

नई दिल्ली, 14 जून 2006

का. आ. 2330.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड को संप्रवर्तक कंपनी मेसर्स रिलाएंस इन्डस्ट्रीस लिमिटेड के गोवा मे उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश मे संरचनाओं से आन्ध्रप्रदेश राज्य में पूर्वी गोदावरी जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिये ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूचि में वर्णित भूमि में हितबध्द है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, 16-23-60, रोड नंबर 1, अयोध्या नगर, डेरी फार्म सेंटर, काकिनाडा, पूर्वी गोदावरि जिल्ला, आन्ध्रप्रदेश - 533 001 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूचि

मंडलः काकिनाडा जिल्ला : ईस्ट गोदावरि राज्य : आन्ध्र प्रदेश

गांव का नाम	सर्वे सं./ सब डिविजन सं.	आर ओ यू अर्जित करने केलिए क्षेत्रफल		
		हेक्टेयर	एर	सि एर
1	2	3	4	5
1) वाकलपुडि	250*	0	27	30
	253/1बी	0	18	15
	254/1बी	0	13	55
	255/1	0	10	95
	255/2सी3	0	03	30
	256/1	0	23	25
	257/1ए2	0	20	55
	258/1ए2	0	19	55
	259/1बी	0	12	25
	260/1बी	0	13	05
	261/1ए2	0	13	75
	262/1बी	0	16	80
	263/1बी2	0	08	45
	264/1बी	0	00	75
	267/1	0	26	65

1	2	3	4	5
1) वाकलपुडि (जारी...)	268/1	0	15	50
	270/1	0	20	65
	271/1	0	22	25
	272/1	0	47	10
	273/1	0	32	55
	274/1	0	14	05
	गाडी रास्ता सर्वे नंबर 249 में	0	00	40
	सडक सर्वे नंबर 236 में	0	02	50
	गाडी रास्ता सर्वे नंबर 273 और 250 के बीच में	0	00	90
	गाडी रास्ता सर्वे नंबर 271 और 252 के बीच में	0	00	50
	सडक सर्वे नंबर 270 और 255 के बीच में	0	02	45
	सडक सर्वे नंबर 256 और 270 के बीच में	0	05	50
	सडक सर्वे नंबर 267 में	0	01	00
2) सूर्यारावपेटा	287	01	26	90
	290	00	07	30
	302	00	08	90
	303	00	54	55
मंडलः कडियम	जिलाः पूर्व गोदावरि		राज्य : आन्ध्र प्रदेश	
1) जेगुरुपाडु	7[illegible]*	0	17	20
2) कडियम	506/2	0	01	25
	507/14बि	0	05	05
	507/14सि	0	01	45

* का.आ. 3401, दिनांक: 18-10-2002 द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गए सर्वे नंबर। इस प्रतिपादन नया विस्तीर्ण केलिए।

[फा. सं. एल-14014/47/02-जी.पी]

दीपक रतनपाल, अवर सचिव

New Delhi, the 14th June, 2006

S. O. 2330.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of East Godavari District in the State of Andhra Pradesh, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Competent Authority, Reliance Gas Pipelines Limited. D. No : 16-23-60, Road No. 1, Ayodhya Nagar, Dairy Farm Centre, Kakinada-533001, East Godavari District, Andhra Pradesh State.

Schedule

Mandal : Kakinada **District : East Godavari** **State : Andhra Pradesh**

Village	Survey No./ Sub-division No.	Area to be acquired for ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1) Vakalapudi	250*	0	27	30
	253/1B	0	18	15
	254/1B	0	13	55
	255/1	0	10	95
	255/2C3	0	03	30
	256/1	0	23	25
	257/1A2	0	20	55
	258/1A2	0	19	55
	259/1B	0	12	25
	260/1B	0	13	05
	261/1A2	0	13	75
	262/1B	0	16	80
	263/1B2	0	08	45
	264/1B	0	00	75
	267/1	0	26	65
	268/1	0	15	50
	270/1	0	20	65
	271/1	0	22	25
	272/1	0	47	10
	273/1	0	32	55
	274/1	0	14	05
	Cart track in Survey No 249	0	00	40
	Road in Survey No. 236	0	02	50
	Cart track between Survey Number 273 and 250	0	00	90
	Cart track in between Survey Number 271 and 252	0	00	50

1	2	3	4	5
2) Suryaraopeta (contd...)	Asphalted Road in between Survey Number 270 and 255	0	02	45
	Asphalted Road in between Survey Number 256 and 270	0	05	50
	Road in Survey No. 267	0	01	00
2) Suryaraopeta	287	1	26	90
	290	0	07	80
	302	0	08	90
	303	0	54	55
Mandal : Kadiyam	**District : East Godavari**	**State : Andhra Pradesh**		
1) Jegurupadu	73*	0	17	20
2) Kadiyam	505/2	0	01	25
	507/14B	0	05	05
	507/14C	0	01	45

* Survey Nos. notified vide S.O. 3401 dated 18/10/2002 u/s 3(1) of P&MP Act,1962. Present proposal is for additional areas.

[F. No. L-14014/47/02-G.P.]
DEEPAK RATTANPAL, Under Secy.

नई दिल्ली, 14 जून 2006

का. आ. 2331.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स गैस पाईपलाईन लिमिटेड पूर्व में मैसर्स गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलायंन्स इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी / दक्षिणी अपतट में खोज ब्लाकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में, रायगड जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलायन्स गैस पाईपलाईन लिमिटेड द्वारा एक पाईपलाईन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाईपलाईन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाईपलाईन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा ३ की उपधारा (१) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाईपलाईन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध मे श्री. एस. डी. भिसे, सक्षम प्राधिकारी, मैसर्स रिलायन्स गैस पाईपलाईन लिमिटेड, हरि नारायण कॉम्पेक्स, २ रा मजला, जुना डालडा डेपो, शिवाजी चौक, उल्हासनगर-४२१००३, जिला ठाणे महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसिल : पेण जिल्हा: रायगड राज्यः महाराष्ट्र

गांव का नाम	गट नं./सब डिवीजन नं.	आर ओ यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टर	आर	चौ.मीटर
1	2	3	4	5
1) जिते	31	00	28	54
	32	00	26	05
	30	00	25	16
	37/1	00	01	34
	37/2	00	02	91
	38	00	56	18
	गट नं. 38/18 और 39/2 के बीच मे	00	03	58
	39/1	00	05	45
	39/2	00	00	58
	39/6	00	05	68
	39/8	00	01	86
	39/7	00	02	42
	39/14	00	04	19
	39/18	00	14	17
	39/23	00	02	37
	40/2	00	13	09
	40/3	00	00	93
	40/13	00	04	43
	40/18	00	06	11
	40/21	00	00	41
	40/22	00	04	45
	40/23	00	00	15
	40/29	00	03	28
	40/30	00	01	90
	41/3	00	05	76
	41/4	00	01	47
	41/5	00	01	59
	41/9	00	06	12
	41/12	00	15	21
	गट नं. 41 और 51के बीच मे	00	04	68
	51/2ए	00	01	81
	51/10	00	06	21
	52/3	00	06	31

1	2	3	4	5
1)जिते (आगे जारी)	52/4	00	06	77
	52/5	00	05	24
	52/9	00	00	68
	52/12	00	02	94
	52/15	00	02	52
	52/16	00	03	47
	52/19	00	00	43
	53	00	00	42
	54/3	00	05	92
	54/11	00	03	03
	54/12	00	00	37
	54/14	00	05	14
	54/16	00	04	39
	54/17	00	15	34
	54/24	00	00	78
	54/26	00	02	02
	55/6	00	06	49
	55/13	00	04	79
	55/14	00	03	27
	55/18	00	02	72
	56/1	00	15	87
	56/4	00	00	72
	56/12	00	04	20
	56/13	00	04	45
	56/14	00	01	19
	56/15	00	07	58
	गांव सीमा और गट नं. 56 के बीच मे	00	06	75
	83	00	00	24
	82/3	00	00	10
	82/6	00	07	81
	82/7	00	06	83
	82/8	00	01	57
	82/9	00	03	83
	79/2	00	00	18
	79/3	00	00	82
	79/4	00	10	29
	79/5	00	08	06

1	2	3	4	5
1)जिते (आगे जारी)	79/6	00	05	02
	79/7	00	00	15
	गांव सीमा और गट नं. 79 के बीच मे	00	03	92
2) बोली	5	00	02	90
	6	00	23	71
	7	00	39	81
	9	00	17	00
	2	00	07	63
	1	00	33	22
3) हमरापुर	गांव सीमा और गट नं. 77 के बीच मे	00	09	40
	77/1	00	29	75
	77/2	00	02	04
4) कोपर	3	00	30	13
	5	00	58	13
5) डावरे	8/1ए/1	00	07	06
	13	00	21	77
	2	00	20	58
	गट नं. 2 और 13 के बीच मे	00	01	43
	1	00	10	24
	37/6	00	29	59
	38/2	00	03	24
	38/3	00	05	11
	38/4	00	00	10
	38/5ए	00	10	51
	38/5बी	00	03	81
	38/6	00	05	93
	38/7	00	12	70
	28	00	00	10
	27	00	18	94
	25/1.	00	11	51
	24	00	40	79
	21/1ए	00	11	92
	21/1सी	00	00	10
	21/1बी	00	13	31
	21/02.	00	05	14
	21/03.	00	02	75

1	2	3	4	5
5) डावरे (आगे जारी)	21/04.	00	04	77
	19	00	00	89
6) खार दु. बार्ली	184	00	16	90
	गट नं. 184 और 189 के बीच मे	00	03	82
	189/3	00	00	95
	189/5	00	14	72
	191	00	32	77
	192	00	09	58
	197	00	20	55
	198/1	00	11	51
	198/2ए	00	02	74
	198/2बी	00	03	30
	198/2सी	00	00	33
	196/1	00	08	50
	200.	00	16	51
	गट नं. 200 और 201 के बीच मे	00	02	48
	201	00	17	70
	202	00	10	80
	203	00	24	47
	204	00	10	27
	205	00	27	75
	206	00	22	42
7) डोलवी दबाव	35/1/3	00	00	65
	35/1/4	00	06	90
	35/1/5	00	05	47
	35/2	00	00	10
	35/4ए	00	10	36
	35/4बी	00	01	84
	38	00	18	15
	37	00	29	59
8) वरेडी	61/1	00	00	20
	5	00	14	69
	4/1/3ए	00	08	85
	4/1/3बी	00	03	02
	4/1/3सी	00	06	48
	4/2	00	03	21
	66	00	19	60

1	2	3	4	5
8) वरेडी (आगे जारी)	65	00	03	28
	67	00	05	30
	67/2	00	01	07
	39	00	12	71
	40	00	38	94
	41	00	20	10
	50	00	12	60
	गट नं. 49ए1 और 49बी और 49ए2 के बीच	09	04	75
	49	00	14	29
9) नागरी सापोली	13	01	16	65
	26/ए	00	10	84
	गांव सीमा और गट नं. 26/ए के बीच मे	00	06	63
10) कोप्रोली	गांव सीमा और गट नं. 95 के बीच मे	00	04	41
	95	00	07	68
	104	00	23	59
	105	00	07	12
	113/3	00	00	85
	113/4	00	07	79
	114/1	00	19	45
	114/3	00	01	79
	115	00	37	45
	116/2	00	13	82
	187	00	02	50
	133	00	24	66
	134	00	00	92
	153/6	00	11	95
	153/7	00	12	41
	156	00	22	03
	157	00	28	55
	गट नं. 156 और 166 के बीच मे	00	12	81
	166	00	10	03
	160	00	32	64
	161/1	00	03	59
	161/2	00	06	04
	161/3ए	00	13	60

1	2	3	4	5
10) कोप्रोली (आगे जारी)	66/7	00	00	10
	64/3	00	01	79
	62	00	08	23
	62/3	00	03	86
	62/4	00	04	41
	62/5	00	03	83
	63/7	00	01	36
	63/5	00	07	17
	63/6	00	00	47
	51	00	17	45
	52	00	04	42
	53	00	13	63
	गट नं. 53 और 50 के बीच मे	00	30	94
	49/1	00	14	11
	49/2	00	00	12
	49/4	00	06	43
	201	00	17	61
	196	00	02	96
	203	00	25	71
	41/1	00	30	93
11) घोडपाडा	126	00	01	43
	128	00	21	06
	42	00	24	42
	36	00	18	47
	35	00	01	51
	33	00	19	65
	31	00	14	67
	29/2	00	03	20
	29/03	00	05	36
	29/04	00	01	58
	26/1बी	00	04	68
	26/03	00	05	48
	26/05	00	02	70
	26/06	00	00	10
	26/07	00	06	70

1	2	3	4	5
11) धोंडपाळा (आगे जारी)	26/09	00	02	26
	26/10	00	06	16
	26/12	00	08	02
	27/2ए	00	10	91
	गांव सीमा और गट नं. 53 के बीच मे	00	05	01
	48	00	08	72
12)उंबर्डे	242	00	00	17
	236	00	12	54
	236/2	00	00	24
	235	00	31	98
	224/3	00	00	20
	224/4	00	06	26
	224/6	00	13	86
	224/7	00	00	19
	224/8ए	00	02	87
	226/7	00	05	44
	225/8	00	12	15
	226	00	12	23
	228/7	00	01	34
	228/5	00	06	17
	228/4	00	03	10
	228/6	00	03	32
	228/3	00	13	48
	228/1/2	00	03	69
	228/1/1	00	08	10
	गट नं. 228 और 229 के बीच मे	00	01	66
	229	00	03	14
	गांव सीमा और गट नं. 227 के बीच मे	00	03	97
13) मळेघर	52	00	08	29
	50	00	01	27
	51	00	02	08
	53	00	09	64
	54	00	10	27
	39	00	00	92
	40	00	01	42
	41	00	00	70
	43	00	13	15

1	2	3	4	5
14) उचेडे	19/4.	00	06	59
	19/5.	00	11	49
	20	00	18	67
	18/1बी	00	02	64
	18/1सी	00	04	42
	18/2ए	00	02	92
	18/2सी	00	08	99
	17/2.	00	08	79
	17/1बी	00	04	89
	17/1सी	00	00	10
15) कांदले	138	00	09	54
	137/1	00	20	59
	153	00	02	30
	145	00	05	68
	152	00	02	73
	146	00	08	26
	147	00	07	56
	149	00	01	23
	122	00	12	70
	120	00	04	71
	118	00	09	14
	119	00	11	40
	105	00	13	69
	109	00	04	00
	110	00	03	41
	108	00	02	03
	96	00	02	16
	95	00	05	85
	87	00	00	68
	94	00	07	25
	90	00	02	51
	91	00	20	46
	77	00	04	97
	76	00	01	63
	78	00	06	00
16)वडखळ	42/1ए	00	15	25
	41	00	31	75

1	2	3	4	5
16)वडखळ (आगे जारी)	56/1	00	00	10
	56/3/ए	00	16	83
	56/3/बी	00	21	35
	55/1/ए	00	04	46
	57/1	00	07	43
	57/2बी	00	04	67
	57/2ए2	00	13	08
	59/4	00	03	33
	59/5	00	00	29
	58	00	32	88
	27/1.	00	00	58
	27/2.	00	01	66
	27/4.	00	04	04
	27/7.	00	03	52
	गट नं. 27 और 26 के बीच मे	00	01	49
	26/1.	00	04	95
	25/1	00	20	35
	25/2	00	07	69
	25/3	00	05	68
	24/1ए	00	00	11
	21/3	00	01	40
	21/4	00	11	32
	21/5	00	03	19
	21/8	00	05	26
	20	00	11	77
	18	00	14	52
	19	00	03	60
	7/1	00	11	60
	7/2	00	08	09
	8	00	11	88
	9/1	00	11	14
	9/2	00	04	84
	12/1	00	00	47
	12/3	00	09	06
	12/4	00	00	14
	10	00	07	31
	16	00	43	90

1	2	3	4	5
17)वावे	161/3	00	01	53
	161/ए	00	01	87
	160/1	00	19	41
	160/2	00	00	36
	160/3	00	08	82
	158/2	00	08	73
	164/1	00	00	49
	164/4	00	00	27
	165/1बी	00	12	98
	165/2ए	00	06	17
	165/2बी	00	04	39
	165/3	00	15	06
	166/4	00	06	10
	171/1	00	19	01
	171/2	00	00	25
	170/1	00	01	25
	167/4	00	00	27
	168/2ए1	00	14	38
	168/2ए2	00	08	24
	168/2बी1	00	07	92
	169/1	00	08	92
	गट नं. 169 और 42 के बीच में	00	02	50
	42/1	00	04	15
	42/2	00	07	08
	43/2	00	24	44
	43/1	00	04	15
	गट नं. 43 और 56 के बीच में	00	08	41
	गट नं. 43 और 56 के बीच में	00	06	06
	56/1ए	00	06	60
	56/1बी	00	12	37
	56/2	00	03	96
	56/3ए	00	13	62
	55/1/1ए	00	06	26
	55/2ए	00	02	10
	55/2बी	00	10	11
	गट नं. 55 और 57 के बीच में	00	05	56
	57/2/बी/1	00	04	83

1	2	3	4	5
17)वावे (आगे जारी)	57/3	00	00	93
	191	00	18	81
	189/ए/4	00	00	80
	गट नं. 186/ए/4 और 187 के बीच में	00	10	21
	187	00	00	11
18)खार डोलवी	189	00	15	38
	192	00	12	93
	187/1	00	07	94
	187/2	00	00	28
	187/3	00	15	85
	186/2ए	00	10	14
	186/2बी	00	08	64
	185	00	01	57
	184/2	00	04	80
	184/3	00	20	21
	183/3	00	17	92
	182	00	24	45
	181/1	00	09	48
	181/5	00	01	90
	181/6/ए	00	03	19
	161/7	00	00	54
	गट नं. 181 के बीच में	00	21	49
	177/2	00	17	62
	189/2	00	14	85
	169/3	00	14	30
	63/1	00	02	73
	63/4	00	02	42
	63/5	00	06	43
	63/6	00	03	48
	64/1	00	19	02
	62	00	00	10
	61	00	00	10
	65/1	00	08	04
	गट नं. 65 के बीच में	00	01	26
19) खार कारवी	गांव सीमा और गट नं. 123 के बीच में	00	01	42
	123	00	07	49
	157	00	22	12

1	2	3	4	5
19) खार कारवी (आगे जारी)	160/ए	00	10	08
	159	00	18	03
	158	00	15	81
	93	00	14	86
	165	00	14	35
	166	00	00	10
	15	00	04	96
	6	00	15	56
	3	00	17	69
	8	00	16	46
20) खार देवळी	25	00	20	46
	88	00	09	38
	24	00	09	05
	33	00	08	37
	23	00	43	57
	35	00	00	10
	गांव सीमा और गट नं. 35 के बीच में	00	05	29
21) खार घीरवी	गांव सीमा और गट नं. 144 के बीच में	00	05	00
	144	00	18	11
	145	00	12	24
	143	00	01	39
	148	00	35	20
	147	00	00	96
	149	00	00	22
	151	00	16	76
	150	00	07	50
	173	00	21	70
	गट नं. 173 और 174 के बीच में	00	04	88
	174	00	03	64
	54	00	25	67
	74	00	02	23
	53	00	25	83
	52	00	00	12
	51	00	17	93
	50	00	14	54
	42	00	03	35
	41	00	24	15

1	2	3	4	5
22) खार जामेळा	45	00	00	49
	46	00	07	66
	गट नं. 46ए 47 और 15 के बीच में	00	06	86
	47	00	09	01
	15	00	26	44
	14	00	36	62
	20	00	19	64
	10	00	33	81
	9	00	20	37
	8	00	11	40
	गट नं. 8 और 7 के बीच में	00	02	40
	7	00	02	28
23) खार केळंबी	गांव सीमा और गट नं. 9 के बीच में	00	00	28
	9	00	07	15
	8/2ए	00	19	24
	7/2	00	15	12
	गांव सीमा और गट नं. 7 के बीच में	00	01	75
24) खार म्हैसबाद	गांव सीमा और गट नं. 64, 60, 61 के बीच	00	04	46
	64/1	00	02	57
	64/2	00	12	47
	64/3	00	16	00
	64/4	00	02	06
	64/5	00	02	92
	65/2	00	00	10
	65/3	00	09	95
	60/1	00	14	78
	60	00	02	58
	61/2बी	00	13	07
	57/2	00	08	51
	57/3	00	12	47
	57/5	00	09	99
	51/2	00	12	23
	51/4	00	11	18
	76/1	00	05	54
	55	00	17	57
	78/1	00	11	90
	78/3बी	00	03	40

1	2	3	4	5
24) खार म्हैसबाद (आगे जारी)	78/4	00	11	07
	81/3	00	06	41
	81/2	00	04	17
	81/1	00	03	24
	82/1ए	00	09	52
	82/3	00	04	89
	82/4	00	11	43
	87/2ए	00	14	40
	87/4	00	01	71
	86/1	00	04	71
	86/3ए	00	15	22
	86/3बी1	00	01	15
	85/1	00	10	71
25) खार बुर्डी	44/2	00	02	94
	49/1	00	13	93
	49/3	00	09	68
	49/5	00	10	26
	49/7	00	03	88
	50/1	00	00	10
	50/5	00	00	69
	50/7	00	04	82
	48/2	00	12	08
	48/3	00	10	95
	48/4	00	12	45
	48/5	00	04	38
	48/6	00	09	65
	16/2	00	06	92
	16/3	00	02	47
	16/5	00	01	30
	24/3	00	12	39
	24/4	00	04	98
	17/2	00	04	02
	19/2	00	05	94
	19/3	00	14	29
	19/6	00	10	55
	10/1	00	17	62
	10/2	00	03	25

1	2	3	4	5
25) खार बुरडी (आगे जारी)	10/4	00	17	10
	16/4	00	00	42
	11/5	00	03	75
	7/(1+5)	00	22	36
	9/3	00	02	41
	8/2	00	04	91
	गांव सीमा और गट नं. 8/2 के बीच में	00	02	00
26)खार पाटणी पांडापूर	गांव सीमा और गट नं. 142 के बीच में	00	01	97
	142	00	14	60
	141	00	12	77
	140	00	28	31
	147	00	03	60
	148	00	10	16
	149	00	20	57
	130	00	29	01
	गट नं. 130 और 15 के बीच में	00	06	40
	15	00	08	55
	2	00	14	24
	3	00	16	66
	6	00	26	99
	गट नं. 6 और 15 के बीच में	00	06	84
	61/2	00	02	23
	61/3	00	11	62
	60/1	00	07	96
	59/2/बी	00	03	03
	59/3	00	17	88
	59/4/बी	00	09	40
	58/4	00	09	38
	गट नं. 58 और 35 के बीच में	00	02	63
	35	00	22	85
	36/1	00	06	66
	36/2ए	00	09	23
	36/3	00	00	10
	37	00	18	21
	गट नं. 37 और 52 के बीच में	00	05	21
	52/3	00	01	92
	52/2ए	00	08	23

1	2	3	4	5
26) खार पाटणी पांडापूर (आगे जारी)	51/1बी/1	00	14	51
	51/1बी/2	00	00	51
	51/3	00	10	47
	50/4	00	15	26
	48/3	00	12	37
	47/3	00	14	37
	46/4/बी	00	16	57
	44	00	02	68
	गाव सीमा और गट नं. 44 के बीच में	00	02	35
	गाव सीमा और गट नं. 44 के बीच में	00	04	46
27) खार कासुरूघुटवाडी	गाव सीमा और गट नं. 65 के बीच में	00	05	38
	65	00	06	35
	42	00	23	69
	गट नं. 42 और 49 के बीच में	00	09	08
	49	00	25	50
	48	00	20	81
	54	00	01	13
	47	00	06	40
	67	00	03	73
	60	00	08	67
	46	00	09	26
	61	00	32	40
	2	00	04	07
28) खार कालई	24/1ए	00	11	22
	24/1बी	00	21	96
	24/7	00	13	28
	24/10	00	08	43
	23	00	24	33
	30	00	02	60
	गट नं. 21 और 18 के बीच में	00	00	35
	21	00	22	06
	19/1	00	05	23
	19/7	00	00	67
	18/1	00	06	75
	18/2	00	01	54
	6/1	00	18	30
	6/2	00	02	24

1	2	3	4	5
28) खार कालई (आगे जारी)	5/1	00	19	29
	5/3	00	03	95
	5/4	00	00	48
	5/5ए	00	15	23
	5/5बी	00	12	80
29) खार ओवळी	4/2	00	04	51
	4/3	00	00	40
	4/6	00	06	13
	4/7	00	04	89
	4/11	00	08	98
	4/12	00	00	65
	गट नं. 4 और 8 के बीच में	00	05	02
	8/1	00	12	27
	7/1	00	17	83
	7/2	00	04	98
	26/3	00	08	44
	26/4	00	05	74
	27/1	00	05	46
	27/4	00	03	93
	27/6	00	14	73
	27/8	00	07	40
	27/9	00	00	42
	29	00	11	02
	30/1	00	15	85
	30/6	00	09	19
	44	00	01	76
	गाव सीमा और गट नं. 44 के बीच में	00	10	29
30) आमटेम	82	00	00	85
	80	00	08	54
	81/1ए	00	17	13
	81/2ए(1)	00	23	63
	81/2डी/3सी	00	04	38
	81/3बी	00	01	86
	81/3डी	00	00	97
	77	00	04	06
31) खार मुंढानी	गाव सीमा और गट नं. 131 के बीच में रास्ता	00	07	26
	131	00	02	83

1	2	3	4	5
31) खार मुंढानी (आगे जारी)	130/ए	00	23	68
	129	00	14	57
	गट नं. 129 के बीच में	00	01	60
	125	00	00	43
	114	00	14	44
	113	00	09	43
	गट नं. 113 और 100 के बीच में	00	07	51
	100	00	03	09
	101	00	03	23
	69	00	05	96
	102	00	10	58
	90	00	01	17
	85	00	03	90
	103	00	01	93
	83	00	03	63
	82	00	06	85
	81	00	03	62
	84	00	05	60
	77	00	08	13
	78	00	00	52
	75	00	09	42
	74	00	05	10
	73	00	02	22
	2	00	10	95
	3	00	17	50
	7	00	07	85
	6	00	00	47
	8	00	05	36
	11	00	04	05
	13	00	09	50
	12	00	01	35
32) झोतीरपाडा	93/1ए	00	12	01
	93/1ए	00	02	03
	93/2+3	00	04	43
	93/4	00	04	44
	91/5	00	05	45
	94	00	22	53

1	2	3	4	5
32) झोतीरपाडा (आगे जारी)	111/1	00	01	16
	114/5	00	00	64
	114/6	00	08	63
	114/7	00	03	85
	115/5	00	12	08
	115/6	00	00	88
	119/1	00	00	40
	120/1	00	03	73
	120/2	00	07	82
	120/3बी	00	17	46
	120/3सी	00	03	68
	120/8	00	07	62
	122/1ए/1	00	02	18
	124/1बी	00	00	10
	124/3	00	01	48
	123/1	00	00	60
	123/2	00	10	11
	123/3ए	00	00	21
	123/4	00	01	71
	123/5	00	06	21
	123/6	00	08	91
	123/7	00	11	46
	127/2	00	03	05
	127/4	00	13	77
	129/1	00	03	31
	129/2	00	05	36
	132	00	26	45
	134/1	00	01	16
	135/1ए	00	01	10
	135/1बी	00	04	05
	135/2	00	07	47
	135/4	00	10	42
	131	00	00	13
	136/1	00	09	57
	137	00	20	83
	2/1	00	18	31
	2/2	00	00	10

1	2	3	4	5
32) झोतीरपाडा (आगे जारी)	2/3	00	18	02
	2/4	00	05	28
	4/1	00	02	72
	4/3	00	00	89
	4/4	00	00	43
	4/6	00	12	20
	गट नं. 4 और 2 के बीच में	00	01	47
33) तरशेत	134	00	00	10
	126	00	27	94
	125	00	00	39
34) बेनसे	13/4	00	08	24
	13/5	00	14	29
	13/6	00	01	62
	13/7	00	03	13
	13/8	00	04	72
	15	00	11	55
	16	00	12	01
	17/1ए1	00	00	48
	17/1ए2	00	08	58
	17/1बी	00	04	68
	17/3	00	06	37
	18	00	20	42
	23	00	09	19
	24	00	00	10
	22	00	07	65
	25	00	20	80
	50/2बी	00	00	10
	50/3	00	14	26
	49/2बी	00	03	19
	49/2सी	00	19	20
	48	00	14	67
	28/1ए	00	07	88
	28/1बी	00	20	03
	28/2	00	11	87
	37/1बी	00	04	98

1	2	3	4	5
34) बेनसे (आगे जारी)	30/1	00	03	01
	30/2	00	04	33
	30/3/1	00	00	42
	गाँव सीमा और गट नं. 30 के बीच में	00	03	84

[फा. सं. एल-14014/13/2006-जी.पी]
दीपक रतनपाल, अवर सचिव

New Delhi, the 14th June, 2006

S. O. 2331.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/ Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the Promoter company of M/s Reliance Gas Pipelines Limited, formerly know as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Raigad in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to **Shri. S. D. Bhise**, Competent Authority, Reliance Gas Pipelines Limited, Hari Narayan Complex, 2nd Floor, Old Dalda Depo, Shivaji Chowk, Furniture Market, Ulhasnagar-421003, Dist Thane, Maharashtra State.

Schedule

Tehsil : PEN	District: Raigad	State : Maharashtra		
Village	Survey/ Sub-division No.	Area to be acquired for ROU		
		Hect.	Are	C-Are
1	2	3	4	5
1) Jite	31	00	28	54
	32	00	26	05
	30	00	25	16
	37/1	00	01	34
	37/2	00	02	91
	38	00	56	18
	In bet.Svy.no.38/18 & 39/2	00	03	58
	39/1	00	05	45
	39/2	00	00	58
	39/6	00	05	68
	39/8	00	01	86
	39/7	00	02	42
	39/14	00	04	19
	39/18	00	14	17
	39/23	00	02	37
	40/2	00	13	09
	40/3	00	00	93
	40/13	00	04	43
	40/18	00	06	11
	40/21	00	00	41
	40/22	00	04	45
	40/23	00	00	15
	40/29	00	03	28
	40/30	00	01	90
	41/3	00	05	76
	41/4	00	01	47
	41/5	00	01	59
	41/9	00	06	12
	41/12	00	15	21
	In Bet.Svy.no.41 & 51	00	04	68
	51/2A	00	01	81
	51/10	00	06	21
	52/3	00	06	31
	52/4	00	06	77
	52/5	00	05	24
	52/9	00	00	68
	52/12	00	02	94
	52/15	00	02	52
	52/18	00	03	47
	52/19	00	00	43

1	2	3	4	5
1) Jite (Contd....)	53	00	00	42
	54/3	00	05	92
	54/11	00	03	03
	54/12	00	00	37
	54/14	00	05	14
	54/16	00	04	39
	54/17	00	15	34
	54/24	00	00	78
	54/26	00	02	02
	55/6	00	06	49
	55/13	00	04	79
	55/14	00	03	27
	55/18	00	02	72
	56/1	00	15	67
	56/4	00	00	72
	56/12	00	04	20
	56/13	00	04	45
	56/14	00	01	19
	56/15	00	07	58
	In Bet.Svy.no.56 & V.B.	00	06	75
	63	00	00	24
	82/3	00	00	10
	82/6	00	07	61
	62/7	00	06	83
	62/6	00	01	57
	82/9	00	03	83
	79/2	00	00	16
	79/3	00	00	62
	79/4	00	10	29
	79/5	00	06	06
	79/6	00	05	02
	79/7	00	00	15
	In Bet.Svy.no.79 & V.B.	00	03	92
2) Borli	5	00	02	90
	6	00	23	71
	7	00	39	81
	9	00	17	00
	2	00	07	63
	1	00	33	22
3) Hamrapur	In Bet.Svy.no.77 & V.B.	00	09	40
	77/1	00	29	75
	77/2	00	02	04
4) Kopar	2	00	30	13
	5	00	56	13

1	2	3	4	5
5) Davare	8/1A/1	00	07	06
	13	00	21	77
	2	00	20	58
	In Bet.Svy.no.2 & 13	00	01	43
	1	00	10	24
	37/6	00	09	79
	38/2	00	03	24
	38/3	00	05	11
	38/4	00	00	10
	38/5A	00	10	51
	38/5B	00	03	81
	36/6	00	05	93
	36/7	00	12	70
	28	00	00	10
	27	00	18	94
	25/1	00	11	51
	24	00	40	79
	21/1A	00	11	92
	21/1C	00	00	10
	21/1B	00	13	31
	21/2	00	05	14
	21/3	00	02	75
	21/4	00	04	77
	19	00	00	89
6) Khar Dutarpa Borli	184	00	16	90
	In Bet.Svy.no.184 & 189	00	03	82
	189/3	00	00	95
	189/5	00	14	72
	191	00	32	77
	192	00	09	58
	197	00	20	55
	198/1	00	11	51
	198/2A	00	02	74
	198/2B	00	03	30
	198/2C	00	00	33
	196/1	00	08	50
	200	00	16	51
	In Bet.Svy.no.200 & 201	00	02	48
	201	00	17	70
	202	00	10	80
	203	00	24	47
	204	00	10	27
	205	00	27	75
	206	00	22	42

1	2	3	4	5
7) Dolvidabab	35/1/3	00	00	65
	35/1/4	00	06	90
	35/1/5	00	05	47
	35/2	00	00	10
	35/4A	00	10	36
	35/4B	00	01	84
	38	00	18	15
	37	00	29	59
8) Varedi	61/1	00	00	20
	5	00	14	69
	4/1/3A	00	08	85
	4/1/3B	00	03	02
	4/1/3C	00	06	48
	4\2	00	03	21
	66	00	19	50
	65	00	03	28
	67	00	05	30
	67/2	00	01	07
	39	00	12	71
	40	00	38	94
	41	00	20	10
	50	00	12	00
	49	00	13	29
	In Bet.Svy.no.49A\13 & 49B	00	04	75
9) Nagadi Sapoli	13	01	16	65
	26/A	00	10	84
	In Bet.Svy.no.26/A & V.B.	00	06	63
10) Koproli	In Bet.Svy.no.95 & V.B.	00	04	41
	95	00	08	68
	104	00	23	59
	105	00	07	12
	113/3	00	00	85
	113/4	00	07	79
	114/1	00	19	45
	114/3	00	01	79
	115	00	37	45
	116/2	00	13	82
	187	00	02	50
	133	00	24	66
	134	00	00	92
	153/6	00	11	95
	153/7	00	12	41

1	2	3	4	5
10) Koproli (Contd....)	156	00	22	03
	157	00	28	55
	In Bet. Svy. No.156 & 166	00	12	81
	166	00	10	03
	160	00	32	64
	161/1	00	03	59
	161/2	00	06	04
	161/3A	00	13	60
	65/7	00	00	10
	64/3	00	01	79
	62/1	00	08	23
	62/3	00	03	85
	62/4	00	04	41
	62/5	00	03	53
	63/7	00	01	36
	63/5	00	07	17
	63/6	00	00	47
	51	00	17	45
	52	00	04	42
	53	00	13	53
	In Bet.Svy.no.53 & 50	00	30	94
	49/1	00	14	11
	49/2	00	00	12
	49/4	00	06	43
	201	00	17	61
	196	00	02	95
	203	00	25	71
	41/1	00	30	33
11) Dhondapada	126	00	01	43
	128	00	21	05
	42	00	24	42
	36	00	18	47
	35	00	01	51
	33	00	19	65
	31	00	14	67
	29/2	00	03	20
	29/3	00	05	36
	29/4	00	01	58
	26/1B	00	04	68
	26/3	00	05	48
	26/5	00	02	70
	26/1	00	00	10

1	2	3	4	5
11) Dhondapada (Contd....)	26/7	00	06	70
	26/9	00	02	26
	26/10	00	06	16
	26/12	00	08	02
	27/2A	00	10	91
	In Bet.Svy.no.53 & V.B.	00	05	01
	48	00	08	72
12) Umbarde	242	00	00	17
	236	00	12	54
	236/2	00	00	24
	235	00	31	98
	224/3	00	00	20
	224/4	00	06	26
	224	00	13	86
	224/.	00	00	19
	224/8A	00	02	87
	225/7	00	05	44
	225/8	00	12	15
	226	00	12	23
	228/7	00	01	34
	228/5	00	06	17
	228/4	00	03	10
	228/6	00	03	32
	228/3	00	13	48
	228/1/2	00	03	69
	228/1/1	00	08	10
	In Bet.Svy.no.228 & 229	00	01	66
	229	00	03	14
	In Bet.Svy.no.227 & V.B.	00	03	97
13) Maleghar	52	00	08	29
	50	00	01	27
	51	00	02	08
	53	00	09	64
	54	00	10	27
	39	00	00	92
	40	00	01	42
	41	00	00	70
	43	00	13	15
14) Uchede	19/4	00	06	59
	16/5	00	11	49
	20	00	18	67
	18/1B	00	02	64
	18/1C	00	04	42
	18/2A	00	02	92

1	2	3	4	5
14) Uchede (cont..)	18/2C	00	08	99
	17/2	00	08	79
	17/1B	00	04	89
	17/1C	00	00	10
15) Kandale	138	00	09	54
	137/1	00	20	59
	153	00	02	30
	145	00	05	68
	152	00	02	73
	146	00	08	26
	147	00	07	56
	149	00	01	23
	122	00	12	70
	120	00	04	71
	118	00	09	14
	119	00	11	40
	105	00	13	69
	109	00	04	00
	110	00	03	41
	108	00	02	03
	96	00	02	16
	95	00	05	85
	87	00	00	68
	94	00	07	25
	90	00	02	51
	91	00	20	46
	77	00	04	97
	76	00	01	63
	78	00	06	00
16) Vadakhal	42/1A	00	15	25
	41	00	31	75
	56/1	00	00	10
	56/3/A	00	16	83
	56/3/B	00	21	35
	55/1/A	00	04	46
	57/1	00	07	43
	57/2B	00	04	67
	57/2A2	00	13	08
	59/4	00	03	33
	59/5	00	00	29
	58	00	32	88
	27/1	00	00	58
	27/2	00	01	66
	27/4	00	04	04

1	2	3	4	5
16) Vadakhal (cont..)	27/7	00	03	52
	In Bet.Svy.no.27 & 26	00	01	49
	26/1	00	04	95
	25/1	00	20	35
	25/2	00	07	69
	25/3	00	05	68
	24/1A	00	00	11
	21/3	00	01	40
	21/4	00	11	32
	21/5	00	03	19
	21/8	00	05	26
	20	00	11	77
	18	00	14	52
	19	00	03	60
	7\1	00	11	60
	7\2	00	08	09
	8	00	11	88
	9\1	00	11	14
	9\2	00	04	84
	12\1	00	00	47
	12\3	00	09	06
	12\4	00	00	14
	10	00	07	31
	16	00	43	90
17) Vave	161/3	00	01	53
	161/A	00	01	87
	160/1	00	19	41
	160/2	00	00	36
	160/3	00	08	82
	158/2	00	08	73
	164/1	00	00	49
	164/4	00	00	27
	165/1B	00	12	98
	165/2A	00	06	17
	165/2B	00	04	39
	165/3	00	15	06
	166/4	00	06	10
	171/1	00	19	01
	171/2	00	00	25
	170/1	00	01	25
	167/4	00	00	27
	168/2A1	00	14	38
	168/2A2	00	08	24
	168/2B1	00	07	92

1	2	3	4	5
17) Vave (cont..)	169/1	00	08	92
	In Bet.Svy.no.169 & 42	00	02	50
	42/1	00	04	15
	42/2	00	07	08
	43/2	00	24	44
	43/1	00	04	15
	In Bet. Svy. no.43 & 56	00	08	41
	In Bet.Svy.no.43 & 56	00	06	06
	56/1A	00	06	60
	56/1B	00	12	37
	56/2	00	03	96
	56/3A	00	13	62
	55/1/1A	00	06	26
	55/2A	00	02	10
	55/2B	00	10	11
	In Bet. Svy. no.55 & 57	00	05	56
	57/2/B/1	00	04	83
	57/3	00	00	93
	191	00	18	81
	189/A/4	00	00	80
	In Bet. Svy. no.186/A/4 &187	00	10	21
	187	00	00	11
18) Khar Dolavi	189	00	15	38
	192	00	12	93
	187/1	00	07	94
	187/2	00	00	28
	187/3	00	15	85
	186/2A	00	10	14
	186/2B	00	08	64
	185	00	01	57
	184/2	00	04	80
	184/3	00	20	21
	183/3	00	17	92
	182	00	24	45
	181/1	00	09	48
	181/5	00	01	90
	181/6/A	00	03	19
	181/7	00	00	54
	In Svy No. 181	00	21	49
	177/2	00	17	62
	169/2	00	14	85
	169/3	00	14	30
	63/1	00	02	73

1	2	3	4	5
18) Khar Dolavi (cont..)	63/4	00	02	42
	63/5	00	06	43
	63/6	00	03	48
	64/1	00	19	02
	62	00	00	10
	61	00	00	10
	65/1	00	08	04
	In Svy No. 65	00	01	26
19) Khar Karavi	In Bet.Svy.no.123 & V.B.	00	01	42
	123	00	07	49
	157	00	22	12
	160/A	00	10	08
	159	00	18	03
	158	00	15	81
	93	00	14	86
	165	00	14	35
	166	00	00	10
	15	00	04	96
	6	00	15	56
	3	00	17	69
	8	00	16	46
20) Khar Devali	25	00	20	46
	88	00	09	38
	24	00	09	05
	33	00	08	37
	23	00	43	57
	35	00	00	10
	In Bet.Svy.no.35 & V.B.	00	05	29
21) Khar Chirbi	In Bet.V.B.& Svy.No.144	00	05	00
	144	00	18	11
	145	00	12	24
	143	00	01	39
	148	00	35	20
	147	00	00	96
	149	00	00	22
	151	00	16	76
	150	00	07	50
	173	00	21	70
	In Bet.Svy.No.173 & 174	00	04	88
	174	00	03	64
	54	00	25	67
	74	00	02	23
	53	00	25	83
	52	00	00	12

1	2	3	4	5
21) Khar Chirbi (cont..)	51	00	17	93
	50	00	14	54
	42	00	03	35
	41	00	24	15
22) Khar Jambhle	45	00	00	49
	46	00	07	66
	In Bet.Svy.No.46,47 & 15	00	06	86
	47	00	09	01
	15	00	26	44
	14	00	36	62
	20	00	19	94
	10	00	33	81
	9	00	20	37
	8	00	11	40
	In Bet.Svy.No.8 & 7	00	02	40
	7	00	02	28
23) Khar Kelabi	In Bet.V.B.& Svy.No.9	00	00	28
	9	00	07	15
	8/2A	00	19	24
	7\2	00	15	12
	In Bet.V.B.& Svy.No 7	00	01	75
24) Khar Mhaisbad	Bet.V.B. & Svy. No.64,60 & 61	00	04	46
	64/1	00	02	57
	64/2	00	12	47
	64/3	00	16	00
	64/4	00	02	06
	64/5	00	02	92
	65/2	00	00	10
	65/3	00	09	95
	60/1	00	14	78
	60	00	02	58
	61/2B	00	13	07
	57/2	00	08	51
	57/3	00	12	47
	57/5	00	09	99
	51/2	00	12	23
	51/4	00	11	18
	76/1	00	05	54
	55	00	17	57
	78/1	00	11	90
	78/3B	00	03	40
	78/4	00	11	07
	81/3	00	06	41

1	2	3	4	5
24) Khar Mhaisbad (cont..)	81/2	00	04	17
	81/1	00	03	24
	82/1A	00	09	52
	82/3	00	04	89
	82/4	00	11	43
	87/2A	00	14	40
	87/4	00	01	71
	86/1	00	04	71
	86/3A	00	15	22
	86/3B1	00	01	15
	85/1	00	10	71
25) Khar Burdi	44/2	00	02	94
	49/1	00	13	93
	49/3	00	09	68
	49/5	00	10	26
	49/7	00	03	88
	50/1	00	00	10
	50/5	00	00	69
	50/7	00	04	82
	48/2	00	12	08
	48/3	00	10	95
	48/4	00	12	45
	48/5	00	04	38
	48/6	00	09	65
	16/2	00	06	92
	16/3	00	02	47
	16/5	00	01	30
	24/3	00	12	39
	24/4	00	04	98
	17/2	00	04	02
	19/2	00	05	94
	19/3	00	14	29
	19/6	00	10	55
	10\1	00	17	62
	10\2	00	03	25
	10\4	00	17	10
	18/4	00	00	42
	11\5	00	03	75
	7	00	22	36
	9\3	00	02	41
	8\2	00	04	91
	In Bet.Svy.No 8/2 & V.B.	00	02	00
26)Khar Patani Pandapur	In Bet.V.B.& Svy.No 142	00	01	97
	142	00	14	60

1	2	3	4	5
26)Khar Patani Pandapur	141	00	12	77
(cont..)	140	00	26	31
	147	00	03	60
	146	00	10	16
	149	00	20	57
	130	00	29	01
	In Bet. Svy.No 130 & 15	00	06	40
	15	00	06	54
	2	00	14	24
	3	00	16	66
	6	00	26	99
	In Bet. Svy.No 6 &15	00	06	84
	61/2	00	02	23
	61/3	00	11	62
	60/1	00	07	96
	59/2/B	00	03	03
	59/3	00	17	66
	59/4/B	00	09	40
	58/4	00	09	36
	In Bet.Svy.No 56 & 35	00	02	63
	35	00	22	65
	36/1	00	06	66
	36/2A	00	09	23
	36/3	00	00	10
	37	00	16	21
	In Bet. Svy.No 37 & 52	00	05	21
	52/3	00	01	92
	52/2A	00	06	23
	51/1B/1	00	14	51
	51/1B/2	00	00	51
	51/3	00	10	47
	50/4	00	15	26
	46/3	00	12	37
	47/3	00	14	37
	46/4/B	00	16	57
	44	00	02	66
	In Bet. Svy.No 44 & V.B.	00	02	35
	In Bet. Svy.No 44 & V.B.	00	04	46
27) Khar Kasurghatwadi	In Bet. Svy.No 65 & V.B.	00	05	36
	65	00	06	35
	42	00	23	69
	In Bet. Svy.No 42 & 49	00	09	06
	49	00	25	50

1	2	3	4	5
27) Khar Kasurghatwadi	48	00	20	81
(cont..)	54	00	01	13
	47	00	06	40
	67	00	03	73
	60	00	08	67
	46	00	09	26
	61	00	32	40
	2	00	04	07
28) Khar Kalai	24/1A	00	11	22
	24/1B	00	21	96
	24/7	00	13	28
	24/10	00	08	43
	23	00	24	33
	30	00	02	60
	In Bet. Svy.No 21 &18	00	00	35
	21	00	22	06
	19/1	00	05	23
	19/7	00	00	67
	18/1	00	06	75
	18/2	00	01	54
	6\1	00	18	30
	6\2	00	02	24
	5\1	00	19	29
	5\3	00	03	95
	5\4	00	00	48
	5\5A	00	15	23
	5\5B	00	12	80
29) Khar Owali	4\2	00	04	51
	4\3	00	00	40
	4\6	00	06	13
	4\7	00	04	89
	4\11	00	08	98
	4\12	00	00	65
	In Bet. Svy.No 4 & 8	00	05	02
	8\1	00	12	27
	7\1	00	17	83
	7\2	00	04	98
	26\3	00	08	44
	26\4	00	05	74
	27\1	00	05	46
	27\4	00	03	93
	27\6	00	14	73
	27\8	00	07	40

1	2	3	4	5
29) Khar Owali (cont..)	27\9	00	00	42
	29	00	11	02
	30\1	00	15	85
	30\6	00	09	19
	44	00	01	76
	In Bet. Svy.No 44 & V.B.	00	10	29
30) Amtem	82	00	00	85
	80	00	08	54
	81/1A	00	17	13
	81/2A(1)	00	23	63
	81/2D/3C	00	04	38
	81/3B	00	01	86
	81/3D	00	00	97
	77	00	04	06
31) Khar Mundhani	In Bet. Svy.No 131 & V.B.	00	07	26
	131	00	02	83
	130/A	00	23	68
	129	00	16	17
	125	00	00	43
	114	00	14	44
	113	00	09	43
	In Bet. Svy.No 113 & 100	00	07	51
	100	00	03	09
	101	00	03	23
	69	00	05	96
	102	00	10	58
	90	00	01	17
	85	00	03	90
	103	00	01	93
	83	00	03	63
	82	00	06	85
	81	00	03	62
	84	00	05	60
	77	00	08	13
	78	00	00	52
	75	00	09	42
	74	00	05	10
	73	00	02	22
	2	00	10	95
	3	00	17	50
	7	00	07	85
	6	00	00	47
	8	00	05	36

1	2	3	4	5
31) Khar Mundhani (cont..)	11	00	04	05
	13	00	09	50
	12	00	01	35
32) Zotirpada	93/1A	00	14	04
	93/2+3	00	04	43
	91/4	00	04	44
	91/5	00	05	45
	94	00	22	53
	111/1	00	01	16
	114/5	00	00	64
	114/6	00	08	63
	114/7	00	03	85
	115/5	00	12	08
	115/6	00	00	88
	119/1	00	00	40
	120/1	00	03	73
	120/2	00	07	82
	120/3B	00	17	46
	120/3C	00	03	68
	120/8	00	07	62
	122/1A/1	00	02	18
	124/1B	00	00	10
	124/3	00	01	48
	123/1	00	00	60
	123/2	00	10	11
	123/3A	00	00	21
	123/4	00	01	71
	123/5	00	06	21
	123/6	00	08	91
	123/7	00	11	46
	127/2	00	03	05
	127/4	00	13	77
	129/1	00	03	31
	129/2	00	05	36
	132	00	26	45
	134/1	00	01	16
	135/1A	00	01	10
	135/1B	00	04	05
	135/2	00	07	47
	135/4	00	10	42
	131	00	00	13
	136/1	00	09	57
	137	00	20	83

1	2	3	4	5
32) Zotirpada (cont...)	2\1	00	18	31
	2\2	00	00	10
	2\3	00	18	02
	2\4	00	05	28
	4\1	00	02	72
	4\3	00	00	89
	4\4	00	00	43
	4\6	00	12	20
	In Bet. Svy.No 4 & 2	00	01	47
33) Tarshet	134	00	00	10
	126	00	27	94
	125	00	00	39
34) Bendase	13/4	00	08	24
	13/5	00	14	29
	13/6	00	01	62
	13/7	00	03	13
	13/8	00	04	72
	15	00	11	55
	16	00	12	01
	17/1A1	00	00	48
	17/1A2	00	08	58
	17/1B	00	04	68
	17/3	00	06	37
	18	00	20	42
	23	00	09	19
	24	00	00	10
	22	00	07	65
	25	00	20	80
	50/2B	00	00	10
	50/3	00	14	26
	49/2B	00	03	19
	49/2C	00	19	20
	49/2D	00	14	67
	48	00	07	88
	28/1A	00	20	03
	28/1B	00	11	87
	28/2	00	04	98
	37/1B	00	03	01
	38/1B	00	04	82
	30/2	00	11	33
	30/3/1	00	00	42
	In Bet. Svy.No 30 & V.B.	00	03	84

Bet.Svy. = Between Survey ; V.B. = Village Boundary ; No. = Number.

[F. No. L-14014/13/2006-G.P.]
DEEPAK RATTANPAL, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 18 मई, 2006

का.आ. 2332.—औद्योगिक अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथोलिक सिरिन बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या आई डी-6/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2006 को प्राप्त हुआ था।

[सं. एल-12011/33/2000-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 18th May, 2006

S.O. 2332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID-6/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Catholic Syrian Bank Ltd. and their workmen, which was received by the Central Government on 17-5-2006

[No. L-12011/33/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESEHNT

SHRI P. L. NORBERT, B.A., LL.B., Presiding Officer

(Wednesday the 10th day of May, 2006

I.D. 6/2006

Workman/Union	The General Secretary The Catholic Syrian Bank Staff Association AIBEA House Kaliath Royal Square, Palace Road, P.B. No. 506, Thrissur-680020.
	By Advocate Sri Ranjit Thampan
Management	The Chairman The Catholic Syrian Bank Ltd., Head Office St. Mary's College Thrissur-680020

By Advocate Sri K. Anand.

AWARD

1. This is a reference made by Central Government under Section 10(1)(d) and (2A) of Industrial Disputes Act, 1947. The reference was originally made to the State Labour Court, Later it was transferred to this court as per the order of the Hon'ble High Court of Kerala. The reference is :—

"Whether the proposed action of the management of Catholic Syrian Bank Ltd. in unilateral withdrawal of customary practice of availment of casual leave on half day basis is just and reasonable ? If not, to what relief the workmen are entitled?"

2. On notice both sides entered appearance and filed their statements of claim and counter claim.

3. According to the claimant union, in Catholic Syrian Bank there was a long standing practice of granting half-day casual leave to the emplolyees. This practice matured into a service condition in course of time. Thereafter the management cannot change the service condition unless there is essential reason for the change. This privilege is convenient for the staff of the bank so that minor personal needs can be attended without availing casual leave for one day. The business hours of the bank is now changed from 10.00 a.m. to 3.30 p.m. so that even if half day casual leave is availed by anyone he gets a considerable time for customer service during the remaining half day. It motivates the person to work more efficiently. Withdrawal of the facility can in no way enhance the efficiency of the staff unlike projected by the management. The decision of the management is unjust and unreasonable. The facility enjoyed by the employees for a long time, has to be restored.

4. The Catholic Syrian Bank in the written statement refuted the contention of the union. According to the bank the reference is not maintainable as the union represents only a minority of employees of Catholic Syrian Bank. The unions having more strength have not objected to the proposal to take away the facility of half day casual leave. The service conditions of the employees of the bank are governed by bipartite settlements, awards, order of the management and service rules. Twelve days' casual leave in an year is granted to the employees of the bank as per bipartite settlement. There is no provision in the settlement for half day casual leave. The counter transactions in the bank are done during business hours from 10.00 a.m. to 3.30. p.m. on week days and 10.00 a.m. to 12.00 noon on Saturdays. The staff strength in many branches is minimal and the facility of half-day casual leave is bound to affect the customer service. It is difficult to get a substitute from other branches if a staff goes on half day casual leave. There is no system of granting half day casual leave in the banking industry. When the management proposed to discontinue the practice of granting half day casual leave a notice u/s 9A of the Act was issued to unions on 25-3-2000. Only the claimant union filed objection to the proposal,. Out of 2900 employees of the bank there are only 385 members in the union of the claimant. The proposed change is in the best interest of the bank and the change will not adversely affect the employees of the bank. The Union had filed a complaint before the Assistant Labour Commissioner. It is after proper consideration of all the circumstances that the management decided to effect the change and a circular dated 31-8-2000 was issued to that effect. The action of the management is legal and proper. Except in South Indian Bank no other bank in India allows half day casual leave. The South Indian Bank has reduced

the half day casual leave from 12 to 6 per year. A customer cannot be made to wait till afternoon for want of adequate staff to attend him. Such service will affect the business of the bank. Bank is experiencing much difficulty in getting substitutes for the employees on half day casual leave. The problem is more felt in small and far away branches where the staff strength will be minimal. It is after considering these difficulties experienced by branches that the aforesaid change of the service condition was proposed by the management. It is a policy decision of the bank after complying with the provisions of law. The decision of the management is therefore only to be upheld.

5. In the light of the above pleadings, the following points arise for consideration :—

(i) Is the reference maintainable?

(ii) Whether the change in service condition effected by the management is legal and proper?

(iii) Reliefs and Costs.

The evidence consists of oral testimony of WW1 and documentary evidence of Ext. W1 to 6 on the side of the Union and MW1 Ext. M1 and M2 on the side of the Management.

6. Point No. 1 :

The claimant union is Catholic Syrian Bank Staff Association. According to the management it is a minority union representing only 385 employees of Catholic Syrian Bank. It is not in dispute that the present membership is 385. But according to the union if a referendum is made their union will have more strength than the other unions of Catholic Syrian Bank. Admittedly, the total number of employees in Catholic Syrian Bank is 2900. To espouse the cause of a worker or a common cause of many workers it is not essential that the majority union should come forward. It is enough that the union having a substantial number of employees of the institution where they are working espouse the cause. Therefore the contention of the management that majority unions have not objected to the proposal for change of service conditions and the minority union have no voice to raise the objection and the reference at their instance is not maintainable, cannot be countenanced. The union is competent and the reference is maintainable before this court. The point is answered accordingly.

7. Point No. 2 :

As per Ext. M1 Bipartite Settlement of 1966 employees are allowed 12 days' casual leave in an year. The Catholic Syrian Bank used to grant half day casual leave previously. Such a practice was prevalent for a long period of more than 30 years prior to 2000. Thereafter, considering the difficulties experienced by several branches of the bank due to absence of staff on account of taking half day casual leave the bank proposed to withdraw the facility of half day casual leave. Hence a notice u/s 9A was issued to the unions. Ext. W6 is a copy of the notice. As per section 9A an employer who proposes to effect any change in service conditions of workmen has to issue a notice and wait for 21 days of giving such notice, to effect the change. Other than the Catholic Syrian Bank Staff Association no other union filed any objection to the proposal. The reason for the proposed change of the service condition is that the bank was not able to tap maximum output from employees because of the privilege of half day casual leave and such a facility is not prevailing in banking industry. According to the union the South Indian Bank is still extending the facility though the number of days of half day casual leave is reduced from 12 to 6. The union says that the facility is helpful and convenient for the staff and officers and the efficiency of employees will only be increased by granting such facility.

8. There is little doubt that the long practice of granting half day casual leave has matured into a service condition since a notice u/s 9A issued to unions is an admission of the recognition of the service condition by the management. Unless the practice has matured into a service condition and the employees are likely to be affected by the proposed change, a notice u/s 9A of I.D. Act is not required. The practical difficulty experienced by the bank is explained by MW1, besides the pleadings in the written statement. According to MW1 there are many branches in rural and far away places where the staff strength is only 4 or 5 including the officer. If any one of them is on leave the banking business is affected. It is all the more felt when a clerk or a sub-staff is on leave. Since there is tough competition in the banking industry the customer cannot be made to wait at the counter. Displeasure of customers will affect the business of the bank. If a staff suddenly avails half day casual leave it is difficult to get a substitute on short notice to another branch. If a staff is deputed from another branch that branch would also suffer. It is to avoid these practical difficulties and render smooth service to customers that the bank decided to withdraw the facility of granting half day casual leave. The business hours in bank previously was from 10.00 a.m. to 2.00 p.m. and now it is from 10.00 a.m. to 3.30 p.m. It is therefore contended by the union that because of the extension of the business hours of the bank till 3.30 p.m. an employee who avails half day casual leave gets a considerable time to serve the customer either in the forenoon or in the afternoon session unlike in the past. Admittedly an employee who avails half day casual leave in the morning has to report for duty at 1.15 p.m. The person who avails the after noon session on casual leave similarly can leave only during lunch break which is from 1.30 p.m. to 2.00 p.m. Therefore, a person on half day casual leave gets opportunity to serve the customer for a considerable time. At the same time, the employee who avails half day casual leave can meet his personal needs and come back to bank without wasting the full day on casual leave. It is pointed out by the union that so far as availability of substitute is concerned it makes no difference whether leave availed is full day casual leave or half day casual leave. The management may not be able to get any substitute unless the request for leave is made sufficiently early. If branches are far away from each other it is not feasible to get substitutes.

9. It may be true that the employees may even for small personal needs will have to avail casual leave for a full day if half day casual leave facility is taken away. But the bank has to protect and preserve the business by rendering prompt service to the customer. This can be done only if enough staff strength is there. Of course, unforeseen circumstances may arise when someone of the staff or officer is absent. But then the available staff will have to cooperate and adjust the work. The apprehension of the bank is that due to indiscriminate availing of half day casual leave by the employees the entire work of the bank is affected. The possible remedy according to the management is to stop the facility of half day casual leave (24 in number). There is no provision in the bipartite settlement (Ext. M1) regarding half day casual leave. Ext. M2 is a similar bipartite agreement of 2000 entered into between Indian Bank Association and the unions. But the claimant union says that the Catholic Syrian Bank was not a member of IBA in 2000 though it was a member previously. WW1 has no direct knowledge. The bank does not admit that it is not a member of IBA. Whatever that be, in either bipartite settlement (Ext. M1 & M2) there is no mention about half day casual leave. But the privilege by long practice has matured into a service condition, and that is why a notice u/s-9A of I.D. Act was given to unions before change was effected. The decision of the bank to withdraw the facility of half day casual leave is a policy decision of the management. It is not for the court to go into the rationale behind the policy decision. A satutory notice U/s 9A was given to the claimant union and their objection was considered. According to MW1 the issue was studied and considered before a decision was taken by the management. Since it was an informal study there are no records to show that a study was conducted. According to the union the management without properly studying the pros and cons of the propsal, effected the change of a service condition in a casual manner. The decision is not wise and does not help either the management or the employees. The contention of the union is not fully acceptable. There is no doubt that it is convenient for employees to get the facility of half day casual leave. At the same time, there are more inconvenience and difficulty on the side of managment to continue the practice. Unless there were sound reasons the existing 20 nationalised banks and 35 scheduled banks would not have withdrawn the facility of half day casual leave. The Catholic Syrian Bank is also trying to bring about uniformity in the banking field though it is not bound to follow the service conditions of other banks as long as bipartite agreement is silent about half day casual leave. What I am able to gather is that, the advantage in banking business by withdrawing half day casual leave facility outways the disadvantage confronted by the employees by not granting the same. That apart, as already mentioned, it is a policy decision of the bank and they are entitled to effect the change in service conditions after giving a notice u/s 9A of I.D. Act to the workmen. The procedure is legal and no interference is called for. Point is answered accordingly.

10. Point No. 3 : (See award portion).

11. In the light of the reasons stated above, I find that the decision of the management to withdraw the facility of granting half day casual leave is not against any of the terms of bipartite settlement or provisions of law and the claim of the union to continue the facility is not sustainable. The claim of the union is rejected accordingly. The parties will suffer their respective cost. The award will take effect one month after its publication in the Offical Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 10th day of May, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union :

WW1—M.P. Paul—21-4-2006

Witness for the Management:

MW1 —Shri C. Vijayamohanan

Exhibits for the Union:

W1 — True copy of letter issued by General Secretary of the Union to the Chairman, Catholic Syrian Bank Ltd.—dated 23-3-2000.

W2 — True copy of letter issued by General Secretary of the Union to the Chairman, Catholic Syrian Bank Ltd.—dated 29-3-2000.

W3 — True copy of written statement filed by the management before the ALC (C), Ernakularm—dated 3-6-2000.

W4 — True copy of letter issued by the General Secretary of the Union to the RLC (C), Ernakularm—dated 31-3-2000.

W5 — Photo copy of Circular No. EST. 121/8/99 issued by the South Indian Bank Ltd.—dated 26-3-1999.

W6 — Notice issued by the management of the Catholic Syrian Bank Ltd. u/s 9A of ID Act, 1947—dated 20-3-2000.

Exhibits for the Management :

M1 — Photostat copy of extract of Chapter XII, Leave Rules of Bipartite Settlement.

M2 — Photostat copy of Bipartite Settlement of 2000.

नई दिल्ली, 18 मई, 2006

का.आ. 2333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 183/98) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/142/95-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 18th May, 2006

S.O. 2333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 183/98) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 17-05-2006.

[No. L-12012/142/95-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 183 of 1998

In the matter of dispute between :

The Assistant Regional Secretary

S.B.I. Employees' Association

24, Laxmi Market, Belanganj,

Agra.

And

The Deputy General Manager,

State Bank of India Zonal Office,

Sanjay Place, Agra.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* its Notification No. L-12012/142/95/IR (B-I) dated 2-11-98 has referred the following dispute for adjudication to this Tribunal :

> KYA SEWAYOJKO DWARA SRI AMAR SINGH KO SEWA ME NA LIYA JANA ANUCHIT TATHA AVAIDHANIK HAI? YADI HA TO AMAR SINGH KIS HIT LABH PANEY KE ADHIKARI HAI ?

2. The case in short in respect of workman Sri Amar Singh as set up by the Union raising dispute on his behalf as well as on behalf of workman is that the workman worked as subordinate staff at Raja Ki Mandi Branch at Agra of the opposite party bank for about 380 days from February, 1985 to December, 1992. It is alleged that the employers entered into a bipartite settlement on 27-10-1988 which was later on modified by another bipartite settlement dated 9-01-1991 according to which the employer gave a public notice on 1-5-91 for filing the post of full/part time vacancies of the subordinate staff. The last date for giving such application was 30-5-91. The workman personally gave the application in the prescribed format to the Branch Manager, SBI, Raja Ki Mandi Branch, Agra, not receipt of the application was given to the workman by the concerned branch manager. It has further been alleged by the workman that the branch manager with ulterior motive did not forward his application to the competent authority which deprived the workman from the benefit of employment under the terms of bipartite settlement dated 27-10-1988 and modified settlement dt. 9-1-1991. The workman has further alleged that much after the publication of the aforesaid public notice the concerned workman used to work with the same and said branch. It is further alleged that later on the workman tried to know about the fate of his application then he came to know that his name did not appear in the list of candidates whose applications were being processed. He then moved another application dated 23-1-1993 to know the actual position of his application and its fate but that application too remained unheeded. Thereafter the workman reminder after reminders. Ultimately the Assistant General Manager, Local Head Office of the bank informed the workman that no such application from the workman was received by the bank. It has been alleged by the workman that he never worked either as messenger, farrash, cash coolie, sweeper or bank guard in the branch. Finding no way out the workman ultimately raised his grouse before the ALC(C), Lucknow and on the basis of report of ALC(C), Lucknow, Government of India, referred the matter for adjudication to this Tribunal. The Tribunal gave its award stating that the reference dated 4-10-1996 suffers from lacuna and the workman can seek complete reference, hence the present reference has been made to this Tribunal. It is also alleged that junior to the concerned workman are working and became permanent in the services of the opposite party still the workman has been deprived from employment. Thus the opposite party has breached the provision of Section 25G of I.D. Act. It has been alleged by the workman that he was fully eligible for employment and that he had worked for more than 70 days in block of 1-7-85 to 1-7-88. Lastly it has been alleged by the workman that based on settlement the workman is entitled for employment with opposite party bank and on the above ground it has been prayed by the workman that it may be held that the workman is entitled to be employed in the commercial establishment of State Bank of India.

3. Opposite party State Bank of India appeared in the case and filed its reply against the statement of claim filed by the workman wherein it has been pleaded by the opposite party that the claimant has never worked as subordinate staff in the bank. He has worked as casual labour from time to time. The chart enclosed with the claim is forged. The claimant has been paid labour charges for labour work. The claim of the workman has been admitted by the opposite party only upto the extent that the last

date of submission of the application form was 30-5-91 facts contrary to the above are baseless wrong and misconceived. The story of giving the application to the branch manager is absolutely false. The claimant did not fulfil the requisite criteria for submitting the application and settlements dated 27-10-88 and 9-1-91 are not applicable on the workman and would speak for themselves. The story of depriving him from the benefit of employment is altogether false and bogus. Mere doing casual work does not give status of an employee of the bank to the claimant. The claimant did not work as messenger, farrash, cash coolie, sweeper or bank guard, therefore, the claimant was not entitled to the benefit of the said settlement. The bank has further pleaded that the claimant was a casual employee in the branch hence he cannot claim seniority. No other employee was working as casual employee at the relevant time in the branch except the claimant, hence the provisions of Section 25G of I.D. Act, are not applicable in the case. It is further pleaded that the claimant first desires from this Tribunal to decide his status and then to proceed to decide whether or not the claimant is entitled any relief but all this exercise is not possible in the present case. The claimant being casual employee is not entitled to be considered for the purpose of preparing the waiting list and the selection in the wait list is not a guarantee for the appointment. The wait list if any was valid only upto 31-3-96, which stood extended upto 31-3-97 by means of further settlement. Lastly it has been prayed that it is a fit case to hold that bank's action as just and proper and the claim of the claimant is liable to be dismissed.

4. Rejoinder statement has also been filed by the workman but nothing new has been averred therein except reiteration of the facts already alleged by him in the claim statement.

5. After exchange of pleadings between the parties contesting parties filed documents in support of their respective claims. Besides documentary evidence oral evidence has also been lead by the contesting parties in support of their claims. Whereas workman has examined himself as W.W.1, management examined two witnesses in support of their case viz., Dwarika Prasad Singh, M.W.1 and Sri J.N. Mehta M.W.2.

6. Heard the learned authorized representatives for the parties and also perused the record carefully. The only controversy requires consideration to settle the present reference is whether the workmen was entitled his re-employment under the awards referred by the workman and whether he had fulfilled the requirements for his reemployment under the rules and that he has ever applied for his reemployment after he had knowledge about the publication for ex-employee of the bank for reemployment under settlements and award.

7. The case of the workman is that he had knowledge about the notification published in newspapers inviting applications from ex-employees of the bank for reemployment and that he had applied through the manager of the branch of the bank in presence of Senior Clerk Sri Gauri Shanker Sharma and that his name was never included in the list prepared for candidates asking them to appear for the test. Therefore, it is obvious that the workman has to prove that he had applied for his reemployment after the publication for reemployment was issued in the news papers by the bank. The workman has admitted that on giving application to the manager for onward transmission for reemployment the workman was not issued any receipt for his application. Thus the worker has not been able to prove that he had ever applied for his reemployment in response to the notification issued by the bank for reemployment for which the workman has every knowledge. Further even from the oral testimony the worker has not been able to prove that he had ever given any application to the management for the purpose. The worker in his written statement and additional statement alleged that when he handed over the application to the branch manager for onward transmission this fact was witnessed by Sri Gauri Shanker Sharma the then clerk of the branch in whose presence the worker had handed over the application to the branch manager. The said witness Sri Gauri Shanker Sharma had not been examined by the workman to prove this fact even orally. Thus the solitary statement of the workman which has been refuted by the bank strongly and vehemently is not believable in the absence of any corroborations.

8. It is further held that the workman had not been in regular employment of the bank as is admitted through oral and documentary evidence submitted by the workman himself. The workman had no doubt worked for few occasions in a month with the bank for which he was paid as casual charges but this would not entitle him to get the benefit of reemployment in the services of the bank as he failed to prove the fact that he had continuously worked for 240 days or more in one calendar year preceding the date of his determination. Thus the workman had failed to prove that he was ever in the employment of the bank or that there ever existed relationship of employee and employer between the workman and the management of the bank.

9. On arriving at this conclusion it is crystal clear that the workman was never entitled for his reemployment by the bank nor he was eligible for the same. Further admittedly the worker had not fulfilled the required submission of application with the bank question of considering his reemployment does not arise at all. It the admitted case of the workman that he never appeared in the examination nor was called for the examination conducted by the bank in pursuance of the notification for employment.

10. For the foregoing reasons the workers claims fails miserably and the worker is not entitled for any of the relief claimed by the workman. The reference is, decided in negative against the workman and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 18 मई, 2006

का.आ. 2334—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चित्रादुर्गा ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी आर-54/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2006 को प्राप्त हुआ था।

[सं. एल- 12012/42/94-आई आर (बी-1)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 18th May, 2006

S.O. 2334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CR-54/97) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chitradurga Gramin Bank and their workman, which was received by the Central Government on 17-5-2006.

[No. L-12012/42/94-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT, BANGALORE

Dated : 28th April, 2006

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 54/97

I Party	II Party
Shri D. Umapathy (Since deceased rep. by LRs) Ranagiri, Holalkere Taluk, Chitradurga.	The Chairman, Chitradurga Gramin Bank, P.B. No. 70, Jogimatt Road, Chitradurga.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12012/42/94-IR(B-1) dated 11th July, 1995 for adjudication on the following schedule :

SCHEDULE

"Whether the enquiry officer is justified in taking a period of more than 2 years to complete the enquiry to prove the charges against Shri D. Umapathy, Junior Clerk? Whether the Chairman of Chitradurga Gramin Bank is justified in dismissing Shri D. Umapathy w.e.f. 7-2-1989? If not, to what relief Shri Umapathy is entitled to and from which date?"

2. The first party workman by way of his Claim Statement, while, challenging the order dated 7-2-1989 passed against him removing him from service, also, challenged the enquiry findings holding him guilty of the charges and also attacked the enquiry proceedings held against him on the ground that they conducted in violation of the principles of natural justice denying him fair and reasonable opportunity to defend himself during the course of enquiry.

3. The management by its Counter Statement however, maintained and asserted that Domestic Enquiry conducted against the first party was in accordance with principles of natural justice and the findings of the enquiry officer holding him guilty of the charges of misconduct were legal and valid and that the order passed by the management removing the first party from his services on the basis of the enquiry findings was again legal and justified. Therefore, keeping in view the respective contentions of the parties question with regard to the fairness and validity of the enquiry proceedings was taken up for hearing in the first instance by my learned Predecessor and the management was called upon to lead evidence to establish the fact that the Domestic Enquiry held against the first party is fair and proper.

4. Before, the management could lead evidence on this point and a finding to be recorded, the first party was reported to be dead and as could be read from the order sheet dated 10-12-2002 the LRs of the first party have been brought on record *vide* applications filed by them and then, once, again the matter came to be posted for evidence of the management. On 21-7-2004 the management-examined the enquiry officer as MW1 and got marked documents at Ex. M1 to M6. There was no cross-examination to MW1 and there was no evidence lead on behalf of the LRs of the deceased first party workman on the ground that the first party was no more. Then the matter was taken up for hearing and after hearing the learned counsel for the respective parties this tribunal *vide* order dated 27th August, 2004 recorded a finding to the effect that the Domestic Enquiry held against the first Party by the Second Party is not fair and proper. Thereupon, the matter came to be posted for evidence of the management on merits *i.e.* to prove the charges of misconduct levelled against the first party. The management one after other filed affidavits of three witnesses by way of examination chief and when the matter was posted for cross-examination of MW4, learned counsel

representing the LRs of the deceased workman filed application at IA No.1 under Section 11 of the ID Act requesting this tribunal to answer the reference in favour of the first party workman as this tribunal has already recorded a finding that the Domestic Enquiry held against the deceased workman is not fair and proper as the workman is already dead and not available to face the fresh enquiry. The wife of the deceased workman, Smt. Hemavathi who is on record as one of the LRs, filed her affidavit in support of the said application stating her husband, D. Umapathy died due to heart attack on 21-6-2002 and on his death, she having filed an application has come on record as Legal Representative along with her children. She averred that this tribunal by order dated 27-8-2004 has recorded a finding that the enquiry held against the deceased is not fair and proper and the case is now posted for evidence on merits to hold fresh enquiry. She stated that she is not aware about the proceedings which have taken place before the bank for the misconduct committed by her husband and therefore, she is unable to defend her husband in the enquiry now to be conducted by this tribunal against the dead man. She further stated that that apart the purpose of holding enquiry by this tribunal is to impose some punishment or to exonerate him (deceased workman) from the charges levelled against him and since the workman himself is not available for receiving the punishment or for exoneration, the whole enquiry will be exercise in futile.

5. The management resisted the above said application by filing statement of objection, interalia, contending that the application filed by the LRs of the deceased to answer the reference in their favour for the reason that enquiry held against him is held to be not fair and proper, is highly misconceived and is not maintainable either in law or on facts; that the deceased workman (hereinafter called the workman) had committed misconduct of misappropriation of the funds of the management bank and had also admitted the misconduct committed by him, however, in order to give him opportunity, a DE was conducted to prove the charges of misconduct levelled against him and thereafter he was dismissed from service; that this tribunal after having framed the DE issue as the Preliminary Issue tried the same and after hearing both the parties held that the enquiry is not fair and proper and then the matter came to be posted for evidence of the management on merits of the case. The management examined three witnesses on merits of the case and two of them were also cross examined on behalf of the first party LRs and when the case was set down for cross examination of MW4 the present application is filed; that the management reserved its right to lead fresh evidence in case DE was held to be not fair and proper and accordingly the management was permitted to lead their evidence and therefore simply because there has been a finding by this tribunal holding that DE already held against the workman is not fair and proper, the present reference cannot be answered in favour of the workman or in favour of his LRs; that this tribunal gets jurisdiction to allow the management to lead evidence on merits and to prove the charges of misconduct levelled against the workman and therefore, before passing the award this tribunal has to be satisfied whether the charges of misconduct against the workman have been proved or not and that cannot be done without going with the evidence on merits. In the result application filed by the LRs of the workman cannot be maintained and is liable to be rejected. Therefore, in the light of the above, the point to be considered would be "whether the present reference can be answered in favour of the workman at this stage of the case".

6. Learned counsel for the first party has submitted his written arguments contending that first party being no more, no further proceedings can be held against him to prove the charges of misconduct on the basis of the fresh evidence being led by the management as the LRs of the deceased are unable to cross examine the management witnesses and the workman being dead cannot defend his case. It is contended that since the DE held against the first party workman is held to be not fair and proper and the present proceedings are in continuation of the DE proceedings it is as good as the first party dying in harness and therefore no fresh trial or enquiry can be conducted by this tribunal against a dead man who is neither available for punishment to be imposed or for grant of any benefits in case of his exoneration after the enquiry is held by this tribunal. Learned counsel in support of the arguments relied upon a decision reported in ILR 1996 Kar 2655 Smt. Saroja Shiva Kumar V/s. State Bank of Mysore and a decision reported in AIR 1998 SC 3261 Basudev Tiwari V/s. Sidokanhu University and others.

7. Whereas, learned counsel for the management in his written arguments while reiterating the various contentions taken by the management in their objection statement opposing the application further contended that as there was already DE held against the first party and charges were proved, those materials which were already available during the course of enquiry proceedings are still before this tribunal and therefore, can be relied upon to prove the charges of misconduct committed by the workman. It is further argued that if the first party were to die before the completion of DE then the matter would have been different and since in the present case DE was already held and completed by proving the charges of misconduct and the present proceedings are just the continuation of the original DE proceedings cannot be left

the half way, so as to, answer the reference in favour of the workman as sought for by his LRs. While referring to the aforesaid two decisions cited on behalf of the first party, learned counsel argued that in the case of Smt. Saroja Shiva Kumar V/s. State Bank of Mysore the delinquent concerned had died before conclusion of the enquiry and whereas, in the present case he died subsequent to the enquiry. As far as Basudev Tiwari V/s. Sidokanhu University and others case is concemed learned counsel argued that in the said case also the death of the workman was taken place during the pendency of the enquiry proceedings and therefore, termination order being held illegal and the LRs were paid the dues of salary which were payable to the deceased. His further argument is that the management have reserved its right to lead fresh evidence in case DE is held to be not fair and proper and since the DE has been set aside the management has every right to lead fresh evidence to prove the charges of misconduct levelled against the first party. In support of this argument, learned counsel relied upon a decision reported in AIR 1973 SC 1227—Workman of Fire Stone Tyre & Rubber Company of India Pvt. Ltd. Vs. Management and Others. I do not find substance in his arguments. As far as the principle laid down by their Lordship of Supreme Court in the above said Fire Stone Tyre & Rubber Company of India case there cannot be any dispute that the management has got every right to lead fresh evidence in case the DE held by it against the delinquent is found to be defective. However, now the question before this tribunal is whether further proceedings can be proceeded against the deceased workman in order to prove the charges of misconduct levelled against him when he cannot face the proceedings being dead and gone. The contention for the management that had the workman died before or during the course of DE proceedings going on against him and not after the DE was already held and charges were proved against him, in my opinion, is the devoid of legal force. The proceedings of DE already held against the first party being quashed as not fair and proper, the present proceedings in my opinion being in continuation of the earlier DE proceedings stand on the same footing as if a fresh enquiry is now to be held against the workman. The DE already held against the first party therefore, being no more in existence, this tribunal in the normal course would be conducting the trial rather a fresh enquiry allowing the management to lead evidence to prove the charges of misconduct and that means to say that the enquiry proceedings are still pending against the workman and it is during the pendency of the enquiry proceedings the workman expired, rather, dies in harness. Therefore, the simple question now to be considered would be whether the present proceedings of enquiry or trial can be proceeded against the dead man and if not whether the reference can be answered in favour of the deceased workman. His Lordship of Hon'ble High Court in the case referred to supra involving the death of the delinquent concerned before the enquiry proceedings taken against him were completed have laid down the principle and observed in no uncertain words that when the workman concerned died before the conclusion of the enquiry proceedings then the management was not entitled to make recovery of the alleged misappropriated fund and at the same time denying full salary and not the subsistence allowance for the suspension period. The observations made by their Lordship under similar facts and circumstances of the case at Paras 4 and 5 run as under :

> "The issues that fall for determination in this case are within a relatively narrow ambit. Petitioners learned advocate has contended that the charges against the petitioner husband were admittedly not established on the date of his death and that the legal implications of his having died prior to final orders having been passed in the enquiry proceedings would necessarily imply that the enquiry has abated. He submits that in these circumstances, the deceased would have to be relegated to the position of a regular employee and if that is so any recovery sought to be made on the ground that had the charges been established, the amount of Rs. 58,000 might have been recoverable from the petitioner is impermissible. As far as this aspect of the matter goes, he has placed strong reliance on a Division Bench decision of the Bombay High Court reported in the case of Heera Bai Deshmukh & Another Vs. State of Maharashtra. The Bombay High Court was dealing with a situation where a Government Servant under suspension had died prior to the conclusion of the disciplinary proceedings and after considering the legal position, the court held that the purpose of instituting disciplinary proceedings is only with the objective of imposing a penalty if the misconduct is established. Having regard to the nature of the proceedings and the type of penalty that would follow, the proceedings were categorized as quasi criminal and consequently the court held that if the employees died prior to the conclusion of those proceedings, that they would abate and that consequently, his heirs would be entitled to the full pay allowances etc., that would have been normally payable to him as though such proceedings were not in existence. The petitioners learned advocate has also brought to my notice certain instructions issued by the State Bank of India in this regard where in they had obtained legal opinion and it was clarified that in the case of an employee who dies prior to the conclusion of disciplinary proceedings.

As far as the first aspect of the case is concerned, one needs to take a very clear and correct perspective of the situation in so far as it is an inflexible principle of criminal jurisprudence that a prosecution abates on the death of an accused person and that regardless of what the nature of allegations may be or what the record may indicate, that one cannot come to the conclusion that had the trial ended, the accused would most certainly have been convicted. This is an anticipatory conclusion or a hypothecated one, which the law does not permit and the same principle would hold good as far as disciplinary proceedings are concerned because they are quasi criminal in character. The presumption of innocence that holds good in the case of criminal trial is equally applicable in these proceedings where the onus of proof shifts to the prosecuting authority. There are numerous instances that the courts are not unfamiliar with wherein employees either out of fear inducement or for whatever other reason are prevailed upon to place documents on record admittig their guilt. In the present case, I have scrutinized the so called admissions which to my mind are only generalized and these would not have exonerated the Bank from independently establishing the charges before a adverse verdict could be recorded against Shivkumar and if that is the correct position of law, his having died and the proceeding having abated prior to such an adverse verdict could have only one result namely that the proceeding having abated, the presumption of innocence which Shivkumar was entitled to, remains undisturbed. I am aware of the reasons behind the submission canvassed on behalf of the respondent bank namely that instances may arise where employees are guilty of serious acts causing heavy financial loss to an institution and merely because they die before the charges are established, that may not give rise to an absolute situation where under all these misdeeds, are completely wiped off. There cannot be any general principle in regard to these cases because each of them will have to be decided on its peculiar facts but as far as the present one is concerned on the state of the record it was impermissible on the part of the bank to hold that the material justifies the institution in coming to the conclusion that the amount of Rs. 58,000/- which forms the subject-matter of the charge was recoverable from him. The first contention raised by the petitioner will therefore, have to be answered in her favour."

8. At Para 6 of the decision his Lordship observed that "there can be no other way of looking at the legal position in an artificial situation of this type since an adverse verdict can never result against a dead man and one also needs to take cognizance of the fact that a suspension which might have been justified on the basis of prima facie allegation is a conditional and reviewable order depending on the final outcome of the enquiry". Under these circumstances if the final outcome was not adverse to Shivkumar, then for the purposes of accounting it would have to be deemed to have favourable to him and therefore the bank is wrong in having contended that the difference between the subsistence allowance and the actual salary is not liable to be paid to the Petitioner. "Their Lordship as noted above, have made the position of law very clear on the point while observing that the presumption of innocence that holds good in the case of criminal trial is equally applicable in the present proceedings, they being quasi criminal in nature. It was further made clear that if during such proceedings for example, quasi criminal proceedings if the employee dies prior to the conclusion of those proceedings then those proceedings would abate and consequently his heirs would be entitled to the full pay and allowances etc. which have been normally payable to him (deceased) as though such proceedings were not in existence. The principles laid down in the aforesaid decision of the Hon'ble High Court would apply to the present case on all its fours. The present proceedings against the deceased are certainly quasi criminal inviting penalty of punishment in case charges of misconduct proved. Therefore, when the workman has already expired and the DE held against him proving the charges of misconduct has been quashed, the present proceedings by way of trial or enquiry cannot be proceeded against him so as to take into consideration the fresh evidence being led by the management to prove the charges of misconduct as no such proceedings can be proceeded against the dead man and they being quasi criminal in nature, therefore, must abate. Similar was the view taken by their Lordship of Supreme Court in the case referred to supra cited on behalf of the first party. Their Lordship at Para 14 of the decision made the following observations :

"The appellant has since demised during the pendency of these proceedings, no further direction either as to further inquiry or reinstatement can be given. We declare that the termination of the appellant by the respondent as per the notification referred to by us is invalid. Consequently, it would be deemed that the appellant had dies in harness. Needless to say that the appellant would become entitled to the payment of arrears of salary from the date of termination of his services upto the date of his death on the basis of last pay drawn by him. Let Respondent take action within a period of three

months from today to work out the arrears due to the appellant from the date of his termination till his death and pay the same to his legal representatives."

9. Therefore, from the reading of the aforesaid observations, it is clear that when the workman dies during the pendency of the proceedings no further direction either to further enquiry or reinstatement can be given. Therefore, the termination order passed against the workman in the said case was held to be invalid. Their Lordship further held that under such circumstances it would be deemed that the appellant (in this case the workman) had died in harness and therefore, his LRs should be entitled to payment of arrears of salary from the date of termination of his services upto the date of his death. Now, in the instant case the workman being no more, the present proceedings for the purpose of trial or the enquiry against him cannot be proceeded further allowing the management to establish the charges of misconduct levelled against him and in the result the dismissal order passed against the workman survives no more.

10. Now, the next question to be considered would be as to "what relief and benefits, the LRs of the deceased are entitled to"? The order of dismissal against the deceased as to be read from the reference point was given effect from 7-2-1989. This tribunal received the reference somewhere in the month of July 1995 however, it is on record that during the year 1995-96 this tribunal being without Presiding Officer, references received from the government have not been registered and the parties concerned are not notified. The record maintained by this tribunal would disclosed that it is in the year 1997 the reference was registered in CR No. 54/97 and notices were taken against the parties giving the date of hearing as 5-9-97. One of the contention taken by the management in the Counter Statement is that the reference is bad in law there being an inordinate delay on the part of the first party workman in raising the dispute somewhere in the year 1997 though he was dismissed from service in the year 1989. It was also contended that earlier to this, reference was rejected by passing the award on 15-10-98 as the first party did not appear and failed to prosecute the case. The award came of be recalled thereafter in the year 2001 and therefore, the first party cannot maintain present reference on account of inordinate delay caused in raising the dispute and also cannot get any relief for the period he was not diligent in prosecuting the proceedings before this tribunal. In this context it is to be noted that the reference on hand is dated 11-7-95 and in the normal course appears to have been received by this tribunal some time thereafter. However, it is borne out from the record that there was no Presiding Officer to this tribunal during year 1995-96 and the reference for the first came to be registered by this tribunal in CR No. 54/97 and notices were taken against the parties giving the date of hearing as 5-8-97. Therefore, contention of the management that dispute was raised in the year 1997 cannot be factually correct. However, there has been a delay of about 6 years in raising the dispute if it is to be taken that it was raised in the year 1995. It is very interesting to note that the first party in his Claim Statement has no where explained the delay of about 6 years caused in raising the present dispute. There is absolutely no mention of the delay and no reason given for the delay caused. Therefore, in my opinion the management cannot be burdened with the arrears of salary payable to the first party between the date of dismissal and the date of reference made to this tribunal. It is again on record that earlier to this, my learned Predecessor passed an award dated 15-10-1998 rejecting the reference on the ground that the first party failed to appear before this tribunal despite the service of the notice and failed to prosecute the proceedings by filing the claim statement etc. The above said award came to be recalled by this tribunal somewhere in the year 2001 on the application given by the first party being registered as Miscellaneous case *vide* order dated 11-6-1999. Therefore, since the first party was not diligent to prosecute the proceedings pending before this tribunal from the year 1997 onwards giving rise to the exparte order passed in the year 1998, it will not be proper for this tribunal to grant relief of back wages to the deceased workman for the period proceedings were pending before this tribunal up to the date of the above said award passed by this tribunal. In the result reference is answered accordingly the following order is passed :

AWARD

The management is directed to pay arrears of full salary and other benefits throughout the services rendered by the deceased workman to his LRs from the date of his dismissal i.e. 7-2-89 till the date of his death i.e. 21-6-2002 excluding the period from the above said date of dismissal till 11-7-1995 and from 1-10-1997 till 15-10-98 with all consequential benefits. The amount due shall be paid within a period of 3 months from the date of publication of this award. In case of failure the amount shall carry interest at the rate of 12% per annum till its realization. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 28th April, 2006).

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 18 मई, 2006

का.आ. 2335—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एएनजैड ग्रिन्डलेज बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 30/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-06 को प्राप्त हुआ था।

[सं. एल- 12011/27/2000-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 18th May, 2006

S.O. 2335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (30/2001) of the Central Government Industrial Tribunal/Labour Court, No. I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ANZ Grindlays Bank and their workman, which was received by the Central Government on 17-5-2006.

[No. L-12011/27/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI S.S. BAL : PRESIDING OFFICER : CENTRAL GOVT. INDUSTRIAL TRIBUNAL No. I, NEW DELHI

I.D. No. 30/2001

In the matter of dispute between :

Shri Gulab Singh,
Son of Shri Bhagwan Singh,
R/o 21, Sardar Patel Marg,
Chanakyapuri, New Delhi.

Shri Ram Singh Bisht,
S/o Shri Trilok Singh Bisht,
Through the President,
Bhartiya General Mazdoor Congress,
Plot No. 1, Aram Bagh near Udasin Mandir,
Pahar Ganj, New Delhi ... Workmen

Versus

The Management,
M/s. ANZ Grindlays Bank,
Corporate Affairs, Mercantile House,
15 K.G. Marg, P.O. No. 600,
New Delhi-110001

2. Shri R. Sriniwasan,
Former Resident Director,
ANZ Grindlays Bank,
21, Sardar Patel Marg, Chanakyapuri,
New Delhi. ... Management

APPEARANCES : None for parties.

AWARD

1. The Central Government in the Ministry of Labour vide its Order No. L-12011/27/2000/IR(B-I) dated 19-4-2001 has referred the following industrial dispute to this Tribunal for adjudication :

> "Whether the claims of S/Shri Gulab Singh S/o Shri Bhagwan singh and Ram Singh Bisht, S/o Trilok Singh Bisht to be called employee of ANZ Grindlays Bank, K.G. Marg, New Delhi on their engagement as Drivers on vehicles belonging to the Bank for the last 10 to 20 years and consequently entitled to all benefits as per Labour Laws, are legal and justified? If the answer is in affirmative, to what benefits are they entitled?"

2. After receipt of notice the workman filed claim statement and the management filed written statement and case was fixed for filing rejoinder on 9-4-03. About fifteen opportunities were given to the workman for filing rejoinder. But the workman did not file rejoinder. Hence the case was fixed for filing affidavit by the workman in evidence on 11-5-06 directing that if no evidence is filed on 11-5-06 the case shall be proceed against exparte. Today i.e. 11-5-06 the case was fixed for evidence of the workman by way of affidavit. Neither the workman nor any body on behalf of the management appeared. Perusal of the record he was that the workman is not appearing for the last about 12-13 hearings and today also none is present. It appears that the workman is not interested in the prosecution of this dispute. Hence No dispute award is passed in this case. File be consigned to record Room.

S.S. BAL, Presiding Officer

Dated : 11-5-06

नई दिल्ली, 18 मई, 2006

का.आ. 2336—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ ट्रावनकोर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अलाकुआ के पंचाट [संदर्भ संख्या 80/02(सी)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2006 को प्राप्त हुआ था।

[सं. एल- 12012/106/2002-आई.आर. (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 18th May, 2006

S.O. 2336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [80/02(c)] of the Industrial Tribunal/ Alappuzha now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 17-5-2006.

[No. L-12012/106/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL : ALAPPUZHA

(Dated this the 30th day of April 2006)

PRESENT :

Shri M.N. Radhakrishna Menon, Industrial Tribunal

I.D. No. 80/02(C)

BETWEEN

The Management of State Bank of Travancore, Trivandrum

And

Thier workmen of the above Bank

Shri N. Ravikumar, Devi Kripa, Pothappally North, Kumarapuram. Haripad, Alleppey

REPRESENTATIONS :

Sri. P. G. Sudeesh Babu, Advocate, Alleppey : For Management

Sri. K. P. Mehboob Sheriff, Advocates, Vazhicherry, Alleppey-1 : For workman

AWARD

1. The Central Government has as per their order No. L-12012/106/2002-IR(B-1) dated 19-8-2002 referred this industrial dispute between the State Bank of Tranvancore and Sri N. Ravi Kumar for adjudication to the Industrial Tribunal, Kollam. Thereafter as per their order No. L. 12012/106/2002-IR (B.I) dated 4-12-2002 the Central Government has transferred this dispute to this Tribunal for adjudication. The issue referred for adjudication is the following :—

> "Whether the demand of Shri. N. Ravi Kumar an ex-special Assistant of Mavelikara Branch of the State Bank of Travancore for reduction in punishment of dismissal from service awarded vide order dated 12-11-98 and also for allowing of terminal benefits to him by the management of State Bank of Travancore is justified ? If so, to what relief the workman concerned is entitled ?"

2. The case of the workman is that he has joined the services of the management Bank on 7-7-1967. He had unblemished service for 26 years with the management. During 1996-97 the Bank found out some irregularities in the financial transactions and the management and the trade union induced him to accept the responsibility for the said irregularities to which he yeilded. He was charge sheeted and a domestic enquiry was held. In the domestic enquiry, he was induced to accept the charges and he has accepted the charges. The enquiry officer submitted a report finding him guilty of the charges. Based on the report of the enquiry officer finding him guilty of the charges, he was dismissed from the services of the Bank. The domestic enquiry and the findings of the enquiry officer are not legal and correct. The punishment is shockingly disproportionate. Therefore the workman prayed for passing an award reducing the punishment to the lower level and reinstating the workman with backwages, continuity of service and all other legally admissible benefits.

3. The case of the management is that all actions taken by them against Sri. N. Ravikumar is legal and justified and no interference is called for in the matter.

4. The workman was employed at the Mavelikara Branch of the Management Bank as Special Assistant. He was charge sheeted vide memo dated 15-9-2007 for acts of grave misconduct committed by him. The allegations in the charge-sheet were as follows:

(a) On 12-8-96 he withdrew Rs. 18,000 from SB A/c No. 23476 in the name of Sri. G. Pappachan using a withdrawal from forging the signature of the depositor. Subsequently he erased the date and the entry to make the balance correct.

(b) On 14-10-96 he withdrew Rs. 10,000 from SB A/c No. 23678 in the joint names of Sri. K.M. Abraham and Smt. Achamma Abraham using cheque leaf No. 212232 dated 12-10-1996 and forging the signature of Smt. Achamma Abraham and subsequently erased the entry to make the balance correct.

(c) On 22-2-97 he withdrew Rs. 5,000/- from the SB A/c No. 23741 in the name of Sri. K.Varghese Mathew using a withdrawal form and forging the signature of the depositor after entering a fictitious credit entry for it.

(d) On 5-3-97 he withdrew Rs. 6,000 from SB A/c No. 23741 in the name of Sri. K.Varghese Mathew using a withdrawal form and forging

the signature of the depositor after altering the credit and debit entry figures written earlier as shown in clause (c) above.

(e) On 17-5-97 he withdrew Rs. 6,000 from SB A/c No. 23741 in the name of Sri. K.Varghese Mathew using a withdrawal form and forging the signature of the depositor after entering fictitious credit entry for it. He thereafter partly destroyed the withdrawal form.

(f) On 30-5-97 he withdrew Rs. 10,000/- from SB A/c. No. 23523 in the joint names of Smt. Elizabeth Korah and Shri. K. K. Abraham using a withdrawal form and thereafter destroyed the same. He also erased the relative entry in the ledger.

(g) He altered the page totals in the SB [illegible] sheets of Ledger Nos. 38 and 39 of the branch in order to cover up the fraudulent withdrawals made by him referred to above.

The above acts/commissions on the part of the employee would amount to gross misconduct under clauses 19.5.(d), 19.5.(e), 19.5.(g), 19.7(c) and 19.7(d) of the Bipartite settlements.

5. On 18-10-97, the workman submitted his explanations to the charges levelled against him. He had admitted that he made certain adjustments. His explanation was found to be not satisfactory and hence a domestic enquiry was ordered appointing Sri. Srinivasa Gopalan, Manager (S.B.I.) of Broadway Branch of the management Bank as enquiry officer. During the enquiry, the workman was represented throughout by a union representative of his choice. The enquiry officer has conducted the enquiry in full compliance of the principles of natural justice and submitted a report inding that all charges levelled against the workman in the charge sheet dated 15-9-97 were proved. Thereafter, a copy of the enquiry report was furnished to the workman and opportunity for making his representation in the matter was offered to him. On 31-8-1998, the workman submitted his explanations. On 18-9-98 the Disciplinary authority gave him an opportunity of personal hearing. After considering all materalis, the Disciplinary authority passed an order on 12-11-1998 dismissing him from the services of the Bank. It is legal and proper.

6. The enquiry was conducted in full compliance of the principles of natural justice and the findings of the enquiry officer are legal and proper. The workman had withdraw money from the accounts of the customers fraudulently by forging their signatures and erased the entries in the Ledger sheets to make the balance correct with a view to cover up his fraudulent acts. His contention that he was induced to own up responsibility for the misconducts is not correct. He has indulges in the misconducts and he has admitted the said misconducts in the enquiry. Based on this, the enquiry officer submitted a report finding him guilty of the charges. The proved misconducts were so grave that he did not deserve any sympathy. Therefore, the domestic enquiry and his dismissal are legal and proper. Therefore, the management prayed for passing an award accepting their contentions and upholding their action.

7. Evidence in this case consists of oral evidence of enquiry officer as MW1 and Ext. M1 enquiry file.

8. The point for determination is :

"Whether the domestic enquiry against the workman was conducted in compliance of principles of natural justice, Whether the findings of the enquiry officer are legal and correct and Whether he is eligible to reduction of punishment of dismissal as prayed for ?"

9. **The Point :** I have scrutinised the materials on record. Sri. N. Ravi Kumar special assistant of Mavelikkara Branch of the Management Bank was charge sheeted by the charge sheet dated 15-9-1997 for his grave acts of mis-conducts. He withdrew money from accounts of various customers by cooking up withdrawal forms and cheque leaves and manipulated with the totals in the S.B. Balance sheet of ledger Nos. 38 and 39 of the Branch in order to cover up the fraudulent withdrawals made by him. On 18-10-97, he submitted an explanation in which he admitted that he made certain financial adjustments. His explanation was not satisfactory to the management and hence a domestic enquiry was ordered appointing Sri. Sreenivasan Gopalan, Manager (SIB) of Broadway Branch of the management Bank to enquire into the charges and submit report over the matter. The enquiry officer had conducted the enquiry with notice to him. In the enquiry he was represented through out by a representative of his own choice. On the date of second sitting of the enquiry, the workman vaguely admitted the charges. The enquiry officer did not stop with that. He adjourned the enquiry to 11-3-98. On that day, the enquiry officer read over the charges and the workman orally and in writing admitted the charges in clear terms. When the allegations are admitted, there is no scope for further enquiry. Therefore, enquiry officer has concluded the enquiry and taken up the matter for report. The enquiry officer submitted a report finding him guilty of the charges. I don't find any infirmity with regard to the procedure adopted by the enquiry officer as well as the finding of guilt entered into by the enquiry officer. It has to be concluded that the enquiry as well as the findings of the enquiry officer are legal and proper.

10. Next aspect to be considered is whether the punishment of dismissal inflicted on the workman is justifiable or not. Section 11 A of the Industrial Disputes Act inpowers this Tribunal to interfere with the

punishment of dismissal if it finds that the same is not justified and substitute with other proper punishments. I have considered the gravity of the proved misconducts. The workman has fabricated signature of depositors and withdrawn money on 6 different occasions and in order to cover up this, he altered the page totals in the S.B. balance sheet of Ledger Nos. 38 and 39 of the Branch. It is manifestly grave and serious misconducts, for which the punishment of dismissal cannot be stated to be not justified.

11. It has been submitted by the counsel for the workman that there was no loss incurred by the Bank as the workman has remitted the entire amount so withdrawn and therefore leniency may be shown to him. I don't agree. He has forged signatures of depositors and withdrawn money and tampered with documents to conceal it. He cannot be absolved of his misdeeds by accepting the misappropriated amount alone.

12. The counsel for workman has fervently pleaded with me that the workman has got unblemished service of nearly 30 years and it is only a one time lapse due to compelling circumstances that he has committed certain irregularities and therefore, leniency may be shown to him. I am not impressed by the argument of the counsel for the workman. It is true that there is no previous history of committing any misconducts and inflicting of any punishment. But in my view, the proved misconducts are so grave that he has spoiled his career all by himself. In banking industry, the confidence of customers is most important. The workman was holding a position of trust and he was dealing with public money. Such a person cannot be retained in service considering the best interests of the banking industry.

12. The counsel for the workman has again pleaded with me that the workman belongs to a respectable family. His father was a Senior Manager in the self same Bank. His children and other members of the family are suffering a lot on account of his unemployment and therefore, a sympathetic view may be taken with regard to the punishment inflicted on him. I have considered this plea but I am not inclined to accept it. For invoking section 11 A of the Industrial Dispute Act and interferring with punishment, these aspects are not relevant factors to be considered. Thus I don't find any reason to interfere with the punishment and same is liable to be sustained. I do so.

In the result, an award is passed holding that the dismissal of Sri. N. Ravi Kumar is justified and he is not eligible to any reliefs in the present reference.

(Dated this the 30th day of April, 2006)

M.N. RADHAKRISHNA MENON, Industrial Tribunal

APPENDIX

I.D. No. 80/02 (C)

Witness examined on the side of the Management :

MW1 : K. Sreenivasa Gopalan

Witness examined on the side of the workman :

MW1 : K. Sundraraj

Exhibits marked on the side of the Management :

M1 : Enquiry file & proceedings

M1 (a) : Enquiry Report

Exhibits marked on the side of the workman :

W1 : The copy of the Bank's system of accounts in respect of the management Bank.

नई दिल्ली, 18 मई, 2006

का.आ. 2337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पूणे के पंचाट (संदर्भ संख्या आई टी-41/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/91/2001-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 18th May, 2006

S.O. 2337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. IT-41 of 2001) of the Industrial Tribunal Pune now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 17-5-2006.

[No. L-12012/91/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI S.S. VYAVAHARE INDUSTRIAL TRIBUNAL MAHARASHTRA AT

PUNE

Reference IT. No. 41 of 2001

Between

The Asstt. General Manager,
State Bank of India,
East Street, Golmohar,
Pune-411 001. .....First Party

AND

Their Workman .....Second Party

APPEARANCES: Mr. D.V. Kulkarni, Advocate for Ist party

Mr. R. P. Shaligram, Advocate, for IInd party

(12-4-2006)

AWARD

In exercise of the powers conferred by Clause (d) of Sub-section (1) and and sub section 2 A of Sec. 10 of the I.D. Act, 1947, the Central Government has referred the dispute to the undersigned for its disposal according to law.

SCHEDULE

"Whether the action of State Bank of India by imposing the punishment of withholding of two increments with cumulative effect from October, 1998 on Shri M.S. Pawar-Clerk Decan Gymkhana Branch for the alleged charges of misconduct vide charge-sheet dt. 8-11-96 is justified? If not, to what relief the concerned workmen is entitled?"

2. Upon receipt of the reference, the notices were issued to party No. 1 & 2 Party No. 2 has filed his Statement of Claim at Ex. U-10 whereas the first party has filed his Written Statement at Ex. C-5.

3. It is seen from the Statement of Claim at Ex. U-10 that the second party was in the employment of first party, which is a nationalised bank having branches all over India. The second party was working with the first party as Clerk-cum-Typist since 2-4-1979. On 8-11-1996, the chargesheet was issued to the second party alleging misconduct on his part as per Rule (a),(p),(i),(g) of Banks Rules of Conduct. The second party has replied the chargesheet. But the reply submitted by the second party was not accepted and the domestic enquiry was initiated against the second party. It is alleged against second party that on 15-2-1996 he had issued a cheque to one Mr. Kaushik Shah who is a share broker. The cheque submitted by the second party on its realisation was dis-honoured by the payee bank. It is also alleged against the second party that on 2-9-1996 he committed mis-behaviour by entering in the cabine of Manager Accounts and has used his telephone set without prior permission of the manager. It is also alleged against the second party that he submitted personal representation to the higher authorities without obtaining consent from Branch Manager and has also committed indecent behaviour.

3A. The enquiry officer after conducting the enquiry held the second party guilty for the misconduct levelled against him. Therefore, the first party issued show cause notice to the second party on 27-7-1998. The reply of show cause notice submitted by the second party was not accepted and the punishment of reduction of two annual increments permanently from the wages of the second party was awarded vide order dt. 28-9-1998. Being aggrieved by the punishment awarded to the second party, he has referred the dispute to the conciliation officer, where the first party appeared, but the dispute was not settled. Therefore, the second party claims that the punishment awarded by the first party of reduction of two annual increments permanently be quashed and set aside.

4. The first party has resisted the claim by filing its Written Statement at Ex. C-5 wherein the contended that the claim submitted by the second party is false, frivolous and not based on true facts. The first party denies all adverse allegations made by the second party and denies relief claimed by the second party. The first party also challenged the reference submitted by conciliation officer. One of the contention raised by the first party about raising of dispute hy the second party in individual capacity under I.D. Act. According to the first party, the dispute submitted by the second party in individual capacity is untenable much less it is beyond the perview of S.2(A) of the I.D. Act.

5. By admitting the status of second party as Clerk-cum-Typist, the first party also admits the tenure of service of the second party. The first party also admits the chargesheet issued to the second party. The first party submits that the chargesheet issued to the second party is an out come of misconduct committed by the second party, which is serious in nature and therefore, after initiating domestic enquiry against the second party, the punishment awarded to the second party is as per the principles of natural justice and by giving full opportunity to the second party to participate in the enquiry. Therefore, according to first party, the punishment order dt. 28-9-1998, therefore, prohibits the second party to challenge the same before the Industrial Court. While justifying the punishment order awarded to the second party, the first party submits that the second party has borrowed Rs. 20,000/- from Mr. Kaushik Shah a Share Broker and has issued him a cheque for the said denomination. The cheque issued by the second party to Mr. Kaushik Shah was bounced because of in-sufficiency of fund, in the account of the second party. All above referred acts on the part of second party are strictly prohibited as per the Bank Conduct Rule and therefore, the act on the part of second party being misconduct under Bank Conduct Rules, the notice was issued to the second party and chargesheet was rightly issued. Secondly, it is also submitted by the first party that the second party has uttered un-parliamentary words. Shri Kulkarni by entering in his cabine and has used his talephone set without his consent. The alleged act on the part of second party is also strictly prohibited much less it amounts to misconduct under Rule of conduct and therefore, charge sheet was rightly issued against the second party. The first party categorically denies that the enquiry conducted against the second party was not as per the principles of natural justice and opportunity was not given to the second party. According to the first party, full opportunity was given to the second party to participate in the enquiry. However, the second party

remained absent and did not participate in the enquiry and therefore, now it is not open to the second party to challenge the procedure of enquiry. While justifying the punishment awarded to the second party, the first party submits that the maximum liniency has been showered to the second party taking into consideration the sickness and death of the wife of the second party. The first party therefore Categorically denies that the punishment of reduction of two annual increments permanantly from the wages of the second party, cannot be shockingly disproportionate punishment. The first party therefore prays to reject the claim.

6. On respective contention of the parties, my Learned Predecessor has framed following issues at Ex. O-6. My learned Predecessor has re-cast Issue No. 2 as under. I accept the same. My findings are recorded against the same.

ISSUES		FINDINGS
1.	Whether enquiry held against Mr. Pawar is fair, proper and conducted according to the principles of natural justice?	No
2.	Whether findings of enquiry officer are not supported by evidance and are perverse ?	—
3.	Whether punishment of with-holding of two increments of Mr. Pawar is disproportionate and illegal?	In negative.
4.	If so, what order ?	As per order below.

Issue No. 2 is re-casted as under :

"Whether charge of misconduct .... In affirmative.
levelled against the workman is
proved to the satisfaction of the
Tribunal by acceptable evidence?"

REASONS

7. Before going to the evidence on record, it will not be out of place to mention some of the facts, which are not seriously disputed. It is admitted position that my Learned Predcessor while recording his finding on Issue No. 1 has held that the domestic enquiry conducted by first party was not fair, proper and as per the principles of natural justice. It is not disputed position that the second party had borrowed Rs. 20,000 from Mr. Kaushik Shah and had issued him a cheque for the denomination of Rs. 20,000. It is admitted position that Mr. Kaushik Shah had deposited the same cheque for encashment. However, same was bounced due to insufficiency of funds, when the cheque was deposited in the bank on 25-8-1996

Finding on Additional Issue Nos. 2, 3 and 4 :—

In vew of above admitted facts, as instead of original Issue No. 2 recasted issue has been framed as to whether the charge of misconduct levelled against the workman is proved to the satisfaction of the Tribunal by acceptable evidence? And as the domestic enquiry against the second party has been hald to be unfair, un-natural, it is for the employer i.e. first party to prove the misconduct of second party before the Court. Therefore, in order to give finding on re-cast issue, it has to be decided whether the evidence adduced before the Court by the first party is to the satisfaction of the Court or whether it is acceptable evidence?

8. On perusal of enquiry papers, it is been that chargesheet is dated 8-11-996. On perusal of the chargesheet, it is seen that the charges under Rule (a)(i), (f) and (g) of Rules of Conduct under Sub Clause (c) & (e) of Sub Clause 4 of Para-421 of Shastri Award has been levelled against the second party. Clause (a)(i) of the Rules of Conduct speaks that :

> "If employee of the bank borrows money from or in any way place himself under a pecuniary obligation to a broker or money lender or a subordinate employee of the Bank or any firm or person having dealings with the Bank."

Clause (f) speaks that :

> "An employee may not over draw his account with the Bank, whether against security or otherwise without the authority of the Local Head Office of his Circle."

Where as Clause (g) of Rules of Conduct speaks that :

> "Employees are forbidden to make personal representations to the Director of the Bank to the members of the Local Board."

9. Now, it is specific case of the first party that the second party has made direct representation to his superior officer without taking consent from the Branch Manager. It is also case of the first party that the second party has obtained loan of Rs. 20,000/-from Shri Kaushik Shah and issued him a cheque of Rs. 20,000 which was bounced on its presentation for encashment. In order to prove the said misconduct on behalf of the first party, the evidence of Shri Dattatraya Vinayak Kulkarni is recorded at Ex. CW-1. As the enquiry against the second party was held to be unfair, in order to prove the misconduct of the second party, the burden was on the first party and therefore, Shri Kulkarni has stepped into the witness box. The evidence of Shri Kulkarni CW-1 shows the misconduct on the part of second party in respect of incident dt. 31-8-96 and 2-9-96. In respect of incident dt. 31-8-96, witness Shri Kulkarni states that as per the directions of Assistant General Manager he wanted to serve one memo to second party and therefore, second party was called in his chamber. When the second party has appeared before witness Shri Kulkarni, the second party started recording his attendance in the attendance register, which was kept on the table of Shri Kulkarni.

Witness Shri Kulkarni, who had asked the explanation about the late arrival of the second party. So also asked by Shri Kulkarni to record his correct timing of late arrival. At the time according to Shri Kulkarni, the second party behaved arrogantly with him inspite of understanding given to the second party to behave politely with the superior.

10. In respect of incident dtd. 2-9-96, according to witness Shri Kulkarni at about 11.30 am, second party has entered in the chamber of Shri Kulkarni and started dialing the telephone without the consent of Shri Kulkarni. Inspite of objections raised by Shri Kulkarni as second party did not stop his activity. Shri Kulkarni has snatched the telephone set from the second party.

In respect of incident dtd. 31-8-96, the abusive language used by the second party has been referred by Shri Kulkarni as per page No. 3 of the chargesheet. It is true that from the perusal of page No. 3 of the chargesheet, it is seen that there is not only hot discussions, but the second party has also allegedly gave threats of dire consequences to Shri Kulkarni.

11. While cross-examining Shri Kulkarni, the learned counsel for the second party has tried to bring on record that there is no document filed on record in respect of incident dtd. 31-8-96 and 2-9-96. A suggestion has been given to the witness that on 31-8-96 and 2-9-96 no such incident has taken place and because of personal enimity and vengence between the second party and Shri Kulkarni, the second party has been made a scape goat. It is also suggested to Shri Kulkarni that the telephone set kept in the chamber of Mr. Kulkarni was not his personal telephone and the second party was not given any separate instrument of telephone set.

12. The first party has examined witness Shri Kulkarni only for proving the incident dtd. 31-8-96 and 2-9-96. The charge against the second party in respect of loan obtained from Shri Kaushik Shah and the cheque issued to him, is not disputed to second party. In respect of that misconduct, I will come later on. The evidence of second party in respect of incident dtd. 31-8-96 and 2-9-96 is in the form of denial and the second party has totally denied the incidents dtd. 31-8-96 and 2-9-96. Whereas, according to Shri D. V. Kulkarni, learned counsel for the first party that the evidence of witness Shri Kulkarni is self explanatory. It is also submitted by him that the correspondence between the second party in respect of incidents dtd. 31-8-96 and 2-9-96 is filed in connection of enquiry which is already filed on record. According to Shri D.V. Kulkarni, the evidence of witness Shri Kulkarni that itself creates confidence about the happening of incidents.

13. After giving conscious thought to the respective submissions, the submissions advanced by Shri D.V. Kulkarni are too hard to accept. In connection of the allegations levelled against the second party, it must be born in mind that the evidence of witness Shri Kulkarni has to be scrutinised on the back ground that the enquiry against the second party was held by the Court was not as per the principles of natural justice and illegal and therefore, while proving the misconduct of second party before the Court that too by cognate evidence much responsibility lies on the first party. It is true that the aspect in respect of burden of proof before the Criminal Trial cannot be equated with burden of proof in enquiry and in connection of domestic enquiry the standard of proof required is of preponderance of probabilities. However, even then, when it is a specific case of the employer that on 31-8-96 and 2-9-96 the second party has committed riotous behaviour, to substantiate the evidence of Shri Kulkarni, the memo was given to second party on 31-8-96 was very much necessary. It is also pertinent to note that in connection of these two incidents the second party had wrote letters to the superior officer of Shri Kulkarni. By submitting those applications, the second party has levelled some allegations against Shri Kulkarni in respect of atrocity. The production of these two letters by second party would have been definitely significant for the first party because by producing these 2 documents the very presence of the second party in the cabine of Shri Kulkarni would have been definitely proved. It is significant to note that the second party has categorically denied the happening of incidents dtd. 31-8-96 and 2-9-96. Therefore, on this back ground, the production of 2 letters from the second party which could have established his presence was very much necessary. The non production of these two documents inclined me to conclude that the evidence of witness Shri Kulkarni in absence of documentary evidence is weak type of evidence to accept in respect of charges levelled against second party about riotous behaviour.

14. Now coming to the charge in respect of Clause (a)(i) of Rules of conduct Shri RP Shaligram learned counsel for second party has vehemently argued that though the loan obtained by the second party Shri Kaushik Shah and the cheque issued to him is not disputed to second party even then. the alleged act on the part of second party does not amount to misconduct under Rules of Conduct. To that effect, he has submitted before me that clause (a) (i) of Rules of Conduct shows that the employee must borrow money from the broker. It is submitted that there is no material on record to show that Shri Kaushik Shah is a broker. On the contrary, the second party has stated before the Court that Shri Kaushik Shah deals in stationary business. The first party did not examine Shri Kaushik Shah to prove the fact that he is a Broker. In response to the submissions, Shri DV Kulkarni has attracted my attention on Ex. U-26, which is a correspondence between Janata Sahakari Bank to the Branch Manager of Deccan Gymkhana Branch of State Bank of India, wherein occupation of Shri Kaushik Shah has been shown as Stock Broker. According to Shri DV Kulkarni learned counsel for the first party, Ex. U-26 is a public document and therefore, without examining Shri Kaushik Shah, the documents can be read in evidence.

15. There cannot be two opinion that as per Sec. 4 of the Bankers Books Evidence Act 1891, the certified copy

of any entry in Bankers book can be considered as prima-*facie* evidence of the existence of such entry and it is admitted in evidence. Now, the question before me as to whether the correspondence between Janata Sahakari Bank to Branch Manager of State Bank of India, Deccan Gymkhana, can be considered as entry in Bankers book. My answer to that effect is definitely in negative. In my humble opinion, the entry in books of account or in the bank pass book regularly maintained in the course of business definitely come in the definition of public document within the ambit of Section 4 of Bankers Books Evidence Act 1891. However, the correspondence between two banks would definitely does not come as public document with the help of Section 4 of the said Act and therefore, the arguments advanced by Shri DV Kulkarni is too hard to accept.

16. On this back ground, the only remaining charge against second party is about Clause (f) of Rules of conduct which speak about over drawing by bank employee from the Account with the bank. Now admittedly, the second party has obtained Rs. 20,000 from Shri Kaushik Shah and has issued him cheque for the said amount. It is also not disputed position that the cheque issued by second party to Shri Kaushik Shah was bounced. An attempt has been made by Shri NP Shaligram through the evidence of second party that because of the sickness of his wife second party was required to obtained loan from Shri Kaushik Shah. It is also tried to bring on record that Shri Kaushik Shah. by issuing a letter to the bank has made statement that through over sight he has deposited the cheque in the bank and he has no complaint against the second party. The second party has also tried to bring a record that some other employees of first party had also issued cheques which were dis-honoured, but no action was taken against them. To my mind, this aspect has absolutely no hearing with the misconduct of second party because even assuming for the state of argument that the employee did not take any action other employee that does not mean that licence has been given to an employee sto over to draw his account and to commit misconduct. We have only to see whether by issuing a cheque to Shri Kaushik Shah which has been dishonoured whether the misconduct under the clause (f) follows : I am also of the clear opinion that the ground in respect of sickness of the wife of second party at the most could be the point to consider the sympathy against second party but that is not sufficient to exonerate the second party from the misconduct alleged against him. As the cheque issued by the second party to Shri Kaushik Shah was bounced due to insufficiency of fund, I have no alternative than to conclude that he has committed misconduct under clause (f) of Rules of conduct. It is pertinent to note that second party has admitted in his cross examination that when he has joined the services he had signed fidelity certificate and Rules of conduct. As the Rules of Conduct shows that Clause (f) speaks about the misconduct in respect of over drawing by an employee. I have no hesitation to conclude that the second party has committed misconduct under Clause (f) of Rules of Conduct and therefore, the first party has definitely proved misconduct of second party under Clause (f) of Rules of conduct.

17. Much has been argues by Shri RP Shaligram the learned counsel of second party about the punishment awarded to the second party. Now, the record shows that the punishment of reduction of two yearly increments permanently from the salary of second party has been awarded to him. According to Shri RP Shaligram advocate, the said punishment is shockingly disproportionate and therefore, he has alternatively submitted that, if the misconduct is proved against the second party lenient view be taken. An attempt is also made by Shri RP Shaligram Advocate to show that the punishment awarded to the second party does not come in Clause 5 of Section 521 of Sastry Award. By producing the amended copy of Sastry Award, Shri DV Kulkarni learned counsel for the first party has made it clear that Bipartite Settlement dtd. 17-9-1984 clause 5 of Sec. 521 of Sastry Award has been amended and the punishment of reducing the increment has been inserted in Clause 5. It is also pertinent to note that though Shri RP Shaligram Advocate has made an attempt to invoke the provisions of Sec. 11 A of the ID Act, the submissions advanced by Shri RP Shaligram devoid any merits because the perusal of Sec. 11-A of I.D. Act it is seen that for invoking Sec. 11-A there must be un-necessarily discharge or dismissal of the workman. It is true that Clause-5 of Section-521 of Sastry Award shows the punishment of dismissal for misconduct. Though the charge under Clause-5 of Rules of Conduct is only proved against second party, the fact remains that he has committed misconduct. Now it is also pertinent to note that while awarding punishment to the second party, the employer has also taken into consideration the sickness of wife of the second party and has awarded punishment of reducing two annual increments permanently instead of awarding the punishment of dismissal. Therefore, it goes un-saying that, though the provisions of Sec. 11-A are not squarely applicable even then the employer has taken sufficient care for awarding lesser punishment than prescribed in Sastry Award.

18. In such circumstances, I have no hesitation to conclude that the employer has not committed any wrong in awarding punishment. Therefore, to my mind, the second party has failed to prove that the punishment awarded to him is illegal and disproportionate. I further conclude that the employer has proved the misconduct by satisfactory evidence. I therefore decide Issue No. 3 in negative and Issue No. 12 in affirmative. I therefore decide the reference in negative.

AWARD

1. The reference is answered in negative.

2. The parties to bear their costs.

Pune, S. S. VYAVAHARE, Industrial Tribunal

Date: 12-4-2006.

नई दिल्ली, 18 मई, 2006

का. आ. 2338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे एण्ड स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 415/04; 482/04; 832/04; 1240/04; 1241/04; 805/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2006 को प्राप्त हुआ था।

[सं. एल-41011/25/2001-आई आर.(बी-I);
सं. एल-41011/45/2001-आई आर.(बी-I);
सं. एल-41011/16/2003-आई आर.(बी-I);
सं. एल-12012/231/2002-आई आर.(बी-I);
सं. एल-12012/232/2002-आई आर.(बी-I);
सं. एल-41012/26/2003-आई आर.(बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 18th May, 2006

S.O. 2338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 415/04; 482/04; 832/04; 1240/04; 1241/04; 805/04) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexures in the Industrial Dispute between the employers in relation to the management of Western Railway and State Bank of India, and their workmen, which was received by the Central Government on 18-5-2006.

[No. L-41011/25/2001-IR (B-I)];
No. L-41011/45/2001-IR (B-I)];
No. L-41011/16/2003-IR (B-I)];
No. L-12012/231/2002-IR (B-I)];
No. L-12012/232/2002-IR (B-I)];
No. L-41012/26/2003-IR (B-I)];

AJAY KUMAR, Desk Officer

ANNEXURES

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

PRESENT

Shri B.I. Kazi (B.Sc., L.L.M), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C. G. I. T. A.) No. 415/04
OLD (I.T.C) No. 80/2001

1. The Divisional Railway Manager,
Western Railway, Divisional Office,
Kothi Compound,
Rajkot-360001.

2. The Chief Project Manager,
Western Railway, B.G. Station Building,
2nd Floor P.O. Railwaypura
Ahmedabad 380002.

3. The Dy. Chief Engineer (Construction),
Western Railway, Divisional Office,
Kothi Compound,
Rajkot-380002. First Party.....

V/s.

The Divisional Secretary,
Paschim Railway Karmchari Parishad, E/209,
Sarvottam Nagar. Nr. Railway Colony, Sabarmati,
Ahmedabad. Second Party.....

Appearance :
First Party : Shri H.B. Shah
Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41011/25/2001/IR (B-I) Dated 24-9-2001 to this Tribunal for adjudication the terms of reference is as under:

SCHEDULE

"Whether the demand of the Paschim Railway Karmchari Parished, Ahmedabad against the management of D.R.M. Rajkot/Dy. C.E.(C) Rajkot/D.R.M., Mumbai for transfer of Shri Hakla Kanji, Khalasi from Construction Department, Rajkot to Mumbai Division as his wife has also been working at Mumbai is justified? If so, what benefits the workman is entitled?"

2. A notice was issued to the second party to file the statement of claim by this Tribunal on 6-12-2001. The date to file the statement of claim was 15-1-2002. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 2 years and 3 months from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The demand of the Paschim Railway Karmchari Parished, Ahmedabad against the management of D.R.M. Rajkot/Dy. C.E.(C) Rajkot/D.R.M., Mumbai for transfer of Shri Hakla Kanji, Khalasi from Construction Department, Rajkot to Mumbai Division is unjust, and improper. The concerned workmen is not entitled to get any relief. The

reference is hereby rejectd for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Dated : 12-9-2005
Ahmedabad.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

PRESENT

Shri B.I. Kazi (B.Sc., L.L.M), Presiding Officer

INDUSTRIALI DISPUTE (REFERENCE C.G.I.T.A.) No. 482/04
OLD (I.T.C) No. 32/2002

The Chief Works Manager,
Western Railway, Engg. Workshop
Sabarmati
Ahmedabad-380002. First Party.....

V/s.

The General Secretary,
Paschim Railway Karmchari Parishad, E/209,
Sarvottam Nagar. Nr. Railway Colony,
Sabarmati,
Ahmedabad. Second Party.....

Appearance :

First Party : Shri H.B. Shah

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41011/45/2001/IR (B-I) Dated 9-5-2002 to this Tribunal for adjudication the terms of reference is as under:

SCHEDULE

"Whether the action of the management of Chief Works Manager, Western Railway Engineering Workshop Sabarmati Ahmedabad in fixing less pay of Shri Rajnarayan at lower stage after his absorption as Khalasi than what he was getting as causal P.W. MATES and in fixing less pay of Shri Ramkishan J. in the revised scale of 4500-7000 than what he was drawing in the scale i.e. 4000-6000 is justified? If not, what relief the concerned employees are entitled?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 8-8-2002. The date to file the statement of claim was 27-8-2002. The appropriate Goverment has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 3 years and 4 months from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of Chief Works Manager, Western Railway Engineering Workshop Sabarmati Ahmedabad in fixing less pay of Shri Rajnarayan at lower stage after his absorption as Khalasi than what he was getting as causal P.W. MATES and in fixing less pay of Shri Ramkishan J. in the revised scale of 4500-7000 than what he was drawing in the scale i.e. 4000-6000 is just, legal and proper. The concerned workmen is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Dated : 12-9-2005
Ahmedabad.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B.I. Kazi (B.Sc., L.L.M), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 832/04
OLD (I.T.C) No. 05/2004

The Sr. Divisional Electrical Engineer (TRS),
Western Railway, Electrical Loco Shed, Navagard,
Baroda-390004. First Party.....

V/s.

The Divisional Secretary,
Paschim Railway Karamchari Parishad,
Shastri Pole, Kothi,
Baroda-390001. Second Party.....

Appearance :

First Party : (Absent)

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41011/16/2003/IR (B-1) Dated 2-1-2004 to this Tribunal for adjudication the terms of reference is as under:

"Whether the demand of the union to provide uniform to the workers, who are working in Electric Loco Shed is proper, legal and justified? If so, to what relief the concerned workmen are entitled to and what directions are necessary in the matter?"

2. The second party was issue a notice to file the statement of claim by this Tribunal on 23-1-2004. The dated to file the statement of claim was 8-3-2004. The appfopriate Goverment has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 1 year from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The demand of the union to provide uniform to the workers, who are working in Electric Loco Shed is improper, illegal and unjust. The workmen are not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

B. I. KAZI, Presiding Officer

Date : 13-9-2005
Ahmedabad.

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B.I. KAZI (B.Sc., L.L.M), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 1240/2004
OLD (I.T.C) No. 01/2004

1. The Assistant General Manager,
State Bank of India,
Main Branch,
Rajkot. .....First Party

V/s.

Sr. Jaydeep Hareshbhai Joshi,
C/o Shri Mahendra R. Karathia,
Nr. Dhebar Chowk,
Opp. D.D. Agency Haren Villa,
2nd Floor,
Rajkot-360001 .....Second Party

Appearance :

First Party : Shri S. B. Gogia

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-12012/231/2002/IR (B-I) Dated 12-1-2004 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the management of State Bank of India in not reinstating in service Shri Jaydipbhai Hareshbhai Joshi with all consequential benefit is justified? If not to what relief the applicant is entitled?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 26-2-2004. The date to file the statement of claim was 24-3-2004. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 1 year from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of State Bank of India in not reinstating in service Shri Jyadipbhai Hareshbhai Joshi with all consequential benefit is just. The workmen is not entitled to get any relief. The reference is hereby rejectd for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Date : 13-9-2005
Ahmedabad,

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

PRESENT

Shri B.I. KAZI (B.Sc., L.L.M), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 1241/2004
OLD (I.T.C) No. 2/2004

1. The Assistant General Manager,
State Bank of India,
Mani Tribunal,
Rajkot.

V/s.

Shri Rajendra I. Gadhavi, ...First Party
C/o Shri Mahendra R. Karathia,
Near Dhebar Chowk,
Opp. D.D. Agency Haren Villa,
2nd Floor,
Rajkot-360001 .....Second Party

Appearance :

First Party : Shri S.B. Gogia

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-12012/232/2002/IR (B-I) Dated 13-1-2004 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the management of State Bank of India in not reinstating in service Shri Rajendra Kumar Gadhavi with all consequential benefits is justified? If not to what relief the applicant is entitled?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 26-2-2004. The date to file the statement of claim was 8-3-2004. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 1 year from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of State Bank of India in not reinstating in service Shri Rajendra Kumar Gadhavi with all consequential benefits is just. The workmen is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Date : 13-9-2005
Ahmedabad.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT, AHMEDABAD

PRESENT

Shri B.I. Kazi (B.Sc., L.L.M), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 805/2004
OLD (I.T.C) No. 16/2003

1. The General Manager,
Western Railway, Churchgate
Mumbai-400001.

2. The Dy. Controller of Stores,
Western Railway,
Dahod-389152.

3. The Assistant Controller of Stores,
Western Railway Pratapnagar,
Baroda-394 220 .....First Party

V/s.

The Divisional Secretary,
Paschim Railway Karmchari Parishad,
Shastri Pole, Kothi
Baroda. .....Second Party

Appearance :

First Party : Shri R. D. Mathuresh

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-41012/26/2003/IR (B-I) Dated 27-5-2003 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the Railway Administration, Western Railway (Dy. Controller of Stores, Dahod) depriving the workman Shri Madhusudan H. for the post of Clerk-cum-Typist by declaring failed to viva-voce Test is proper and justified? If not, what relief the concerned workman Shri Madhusudan H. is entitled from which date?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 28-7-2003. The date to file the statement of claim was 25-8-2003. The appropriate Goverment has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 4 years and 3 months from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the Railway Administration, Western Railway (Dy. Controller of Stores, Dahod) depriving the workman Shri Madhusudan H. for the post of Clerk-cum-Typist by declaring failed to viva-voce Test is proper and just. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Date : 13-9-2005
Ahmedabad.

नई दिल्ली, 22 मई, 2006

का. आ. 2339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैन्डर्ड चार्टर्ड ग्रिन्डलेज बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या आई डी-38/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल-12011/9/2002-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID-38/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Grindlays Bank Ltd., and their workman, which was received by the Central Government on 22-5-2006.

[No. L-12011/9/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. RAI, Presiding Officer

I. D. No. 38/2002

IN THE MATTER OF:—

Shri Surinder Singh Dhami,
A-67, Shivaji Vihar,
New Delhi-110 027.

Versus

The Area Manager,
Standard Chartered Grindlays Bank Limited,
H-Block, Connought Circus,
Post Box-317,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-12011/9/2002 IR (B-I) Central Government Dt. 28-05-2002 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of Standard Chartered Grindlays Bank in terminating the services of Shri Surinder Singh Dhami, Ex. Carpenter w.e.f. 01-09-2001 is justified? If not, what relief the workman is entitled and from which date."

Several dates have been given for settlement between the parties. On pursuation the parties have filed settlement today. The signature of the workman has been taken in Tribunal/Court on his affidavit. A cheque of Rs. 3, 40, 000 (Rs. Three Lacs & Foutry Thousand only) has been paid by the management in full and final settlement to the workman. The workman has received the cheque. Endorsement regarding the same has been taken. There remians no dispute to be adjudicated upon.

No dispute award is given.

Date : 17-5-2006. R. N. RAI, Presiding Officer

नई दिल्ली, 22 मई, 2006

का. आ. 2340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. II, नई दिल्ली के पंचाट (संदर्भ संख्या आई डी-29/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल-41012/137/2004-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID-29/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. -II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 22-5-2006.

[No.L-41012/137/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. RAI, Presiding Officer

I. D. No. 29/2005

IN THE MATTER OF:—

Shri Ram Chij,
S/o. Shri Kishan Dev,
R/o. C/o. Shri Jiwat Chauhan,
Quarter No. 5,
HH Railway Station, Tuglakabad,
Delhi-110 044.

Versus

The Divisional Railway Manager,
Northern Railway, Delhi Division,
Near New Delhi Railway Station,
New Delhi-110 001.

AWARD

The Ministry of Labour by its letter No. L-41012/137/2004 IR (B-I) Central Government Dt. 31-03-2005 has referred the following point for adjudication.

The point run as hereunder :—

"Whether the action of the management of Northern Railway in not giving the preference to Shri Ram Chij, Ex. Casual Labour during re-employment over his juniors is just, fair and legal? If not, to what relief the workman is entitled to and from which date."

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman was born on 2-3-1962 and hails from a very poor family. That the workman belongs to scheduled caste community and is entitled to all the benefits available for such community. He is eligible for re-engagement as per Railway Board instruction. (Annexure-B).

That the applicant was initially engaged as casual labour in the year 1982 on 4-6-1982 under PWI Safdarjung Railway Station. Along with other persons and all the person including applicant were dis-engaged after completion of work as sanction in October, 1982. (Annexure-C).

That the workman was engaged along with other person and was also dis-engaged along with other persons and the names of all the persons with workman was entered in the register after completion of work/sanction. It is relevant to mention here that at the time of dis-engagement of the workman and other persons the management gave assurance that when ever there will be work they will be re-engaged and informed.

That recently the workman came to know that the management/department re-engaged junior and fresh persons from open market without considering the case of the workman. Which is illegal in the eyes of law and the name of some the junior person those have been re-engaged during 2001-2002 are as under :—

1. Shri Sita Ram

2. Shri Syam Lal

3. Shri Raj Kumar etc.

That it is relevant to mention here that the workman approached many times in the office of the respondents for his re-engagement in preference to freshers and juniors as per the GM(P) instructions for the year 1987. (Annexure-D).

That the workman has a right to be considered for re-engagement in preference to juniors and freshers and is also entitled for the same relief which has been granted to the similarly situated persons by the management and hence this claim statement.

From perusal of the order sheet it transpires that notice has been served on the management but the management did not turn up. The case proceeded ex-parte on 12-4-2006. The workman has filed affidavit.

It was submitted from the side of the workman that he is Ex. Casual Labour and he is entitled to be engaged I view of circular dated 20-2-2001.

From perusal of the circular it transpires that who completed 120 days work will be re-engaged and age limit has also been mentioned in the circular. According to the circular a workman has to complete 120 days casual service. It may be continuous or in broken spells. The workman should be within age limit at the time of his initial engagement.

It becomes quite obvious from perusal of the circular that the casual labour should have performed 120 days work either continuously or in broken spells and he must be within age limit at the time of his initial engagement. The workman has filed his casual labour card. From perusal of the causal card it appears that he has worked for 29 dyas as casual labour. He was engaged on 4-6-1982 and he has worked up to 30-7-1982. The workman has not filed any other document to show that he has worked for 120 days. Even in his affidavit he has not mentioned the periods for which he has worked. His case is that some workmen juniors to him have been re-engaged by the management.

The workman has not stated that he has worked for 120 days even in his affidavit and he has not filed any document to show that he has worked for 120 days as casual labour.

The burden is on the workman to prove that he has worked for 120 days either continuously or in broken spells. He has not proved this fact. The circular letter of 2001 is not applicable in his case. Even in ex-parte cases the workman has to prove by documents that he had worked for 120 days. The workman has not done so. In his claim statement and affidavit he has not even mentioned the period for which he has worked.

The reference is replied thus :—

The action of the management of Northern Railway in not giving preference to Shri Ram Chij, Ex. Casual Labour during re-employment over his juniors is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 17-5-2006. R. N. RAI, Presiding Officer

नई दिल्ली, 22 मई, 2006

का. आ. 2341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 47/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं एल-12012/220/2001-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 22-5-2006.

[No. L-12012/220/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-47/2003

Reference No. L-12012/220/2001-IR(B.I)

Sh. Laxminarayan Saini,
S/o. Sh. Tarachand Saini,
R/o Near Dhandi Mandir,
Ramgarh, Alwar .....Applicant

Versus

1. The Deputy General Manager,
   State Bank of India,
   5, Nehru Place, Tonk Road,
   Jaipur (Rajasthan).

2. The Branch Manager,
   Agriculture Development Branch,
   Ramgarh, Alwar .....Non-applicants

PRESENT :
Presiding Officer, Sh. R. C. Sharma

For the applicant : Sh. Arvind Gupta.
For the non-applicants : Sh. Yashpal Garg.
Date of award : 29-3-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

> "Whether the action of the management of State Bank of India in terminating the services of Shri Laxmi Narayan Saini is legal and justified? If not, what relief the applicant is entitled to?"

2. The workman has pleaded in his claim statement that he was engaged by the non-applicant no. 2 as a 4th Class/Messenger w.e.f. 20-3-1990 against the vacant post at Agricultural Development Branch, Rajgarh, Distt. Alwar, who discharged the duties similar to that of a permanent employee, but he was paid the daily wages and his attendance was marked into the attendance register. On 11-7-1990, he was conveyed not to join the duty w.e.f. 12-7-1990. He has further stated that the non-applicant bank had issued a circular in the year 1999 stipulating that the workmen who have completed 90 days in between the period from 1-8-88 to 14-8-91 as Messengers, their services would be regularized and in pursuance thereof he had also applied for regularization of his services. But his representation was not taken into consideration. He has also alleged that at the time of terminating his service, several junior persons to him were working with the bank and subsequent to his termination Rajendra Kumar Sharma, Bablu, Rajesh Kumar Sharma and two other persons whose names are unknown were recruited by the bank. He has stated that the bank has acted in violation of the provisions contained under Section 25-F, 25-G and 25-H of the Act while terminating his service. He has urged that his termination order be declared as illegal and unjustified and he may be reinstated into the service with its continuity and back-wages.

3. Disputing the claim of the workman, the non-applicants in their written counter have averred that there is no relationship of employer and employee between the two, that the non-applicant no. 2 is not authorized to appoint any employee and that in the year 1994, the workman had instituted a suit before the Court of Civil Judge, Jr. Division at Alwar which was dismissed and on expiry of 10 years he has filed the claim before this Court. They have further stated that the workman had never worked w.e.f. 20-3-1990 under the employment of the bank and he was never employed on daily wages basis by the bank. It is further stated that the workman had worked only for 89 days between 21-3-90 to 10-7-90 whose duties were to arrange the ledgers prior to the office opening hours and half an hour subsequent to the office hours, for which the payment was made to him. They have further stated that the Bipartite Settlement (BPS), 1991 is not applicable

to the workman's case and no daily wager was employed subsequent to the workman's termination.

4. On the pleadings of both the parties, the following points for determination were framed 15-9-2004 :—

I. Whether the workman employed by the non-applicant bank on 20-3-1990 as a 4th Class/ Messenger, who performed the work which was perennial in nature? BOA

II. Whether the workman continuously worked from 20-3-1990 to 11-7-1990, whose service was terminated on 12-7-1990 in violation of Section 25-F of the ID Act? BOA

III. Whether at the time of terminating the service of the workman, the junior employees to him were retained by the management in violation of Section 25-G of the Act? BOA

IV. Whether after the termination of the workman, the fresh hands, as named under para 8 (ग) of the statement of claim, were appointed by the bank in violation of Section 25-H of the Act? BOA

V. Whether the workman has completed over 100 days of employment with the non-applicant bank and his service was terminated in violation of the Bipartite Settlement? BOA

VI. Relief, if any.

5. In the evidence, the workman has examined himself as WW -1 and on behalf of the non-applicants, the counter-affidavit of MW -1 Pankaj Chopra, the Branch Manager has been placed on the record.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :

Point No. I & II

7. Since the questions of fact and law are identical in both these points, they are being discussed together.

8. The ld. representative for the workman submits that the workman was appointed to the post of the Messenger-Cum-Waterman who continuously worked from 20-3-1990 to 11-7-1990 and his service was orally terminated. Countering the submissions, the ld. representative for the bank submits that the workman has not completed 240 days of service during the preceding calendar year and that he only worked for 89 days as stated in the written statement.

9. I have bestowed my thoughtful consideration to the rival contentions.

10. As per the workman's averment, he was employed as a 4th Class/Messenger w.e.f. 20-3-90, who continuously worked till 11-7-1990 and his service was orally terminated w.e.f. 12-7-1990. Though there is a difference of two days only in relation to the term of employment as the workman claims to be engaged w.e.f. 20-3-90 till 11-7-90, whereas the non-applicants have described it w.e.f. 21-3-90 to 10-7-90, yet parties have the contrary pleadings with regard to the nature of the duties performed by the workman.

11. According to workman's plea he worked from 20-3-90 to 12-7-90, nearly 115 days in total, whereas in his applications Ex. P-4 and P-7, he has stated that he had worked for 93 days only. No documentary evidence on this point could be led by him.

12. Coming to the issue of nature of duty, he has demonstrated them to be that of Messenger/Class IV, but in his cross-examination he has admitted that he was working as a waterboy only.

13. It, therefore, flows from the aforesaid facts that the workman was engaged as a waterboy/daily wager on payment of daily wages during the aforestated period and point no. I is disposed of in this manner.

14. So far as the ractum or completion or continuous service of 240 days with the non-applicant bank is concerned, obviously, on these facts the workman has not completed 240 days of actual service during the calendar year preceding to his termination. As such, the workman has failed to discharge the onus of proof of point no. II also and accordingly this point is decided against him.

Point No. III

15. The Ld. representative for the workman contends that the persons whose names have been mentioned in the claim statement were junior to the workman whose services were retained by the bank while terminating the services of the workman. On the other hand, the Ld. representative for the bank contends that no junior person was working with the workman in the branch.

16. At para 5 of the claim statement the workman has stated that several junior persons to him were working while his service was terminated but he has not even named those persons either in his claim statement or in the affidavit, whose services were retained while terminating his service. No oral as well as documentary evidence could be led by the workman to establish this fact. Therefore, in the lack of evidence, the workman's plea cannot be maintained. Accordingly, this point, too, is decided against the workman.

Point No. IV

17. At para 8(j), the workman has categorically stated that subsequent to his termination the new persons, viz., Rajendra Kumar Sharma, Bablu and Rajesh Kumar Sharma were recruited by the management. Though he has stated that two more persons were also employed by the bank, yet he has failed to name them.

18. In the written-counter, the non-applicants have stated that Rajesh Kumar is a regularly selected candidate whereas Bablu alias Uma Shankar Sharma has been employed by the Local Implementation Committee as a

canteen boy in the canteen run by it. The workman in his cross-examination has admitted that the persons who have been named by him in his claim statement have been regularly appointed by the bank. He has further admitted that Bablu Sharma is working in the canteen as a canteen boy. As such, the case put forward on behalf of the bank has been fortified by the workman's testimony itself. Thus, the workman has failed to bring sufficient evidence on the record to establish that subsequent to his tennination fresh hands were recruited by the bank. As such, this point is decided against the workman.

Point No. V

19. The Ld. representative for the workman contends that the workman has worked for more than 90 days during the period from 20-3-90 to 11-7-90 and in view of the BPS dated 27-10-88 and 9-1-90, since he has completed 90 days of service with the bank he is entitled for reinstatement in the service. His next contention is that the documents were summoned from the non-applicant bank which have not been placed on the record and, therefore, the adverse inference should be drawn against the bank. Responding to these submissions, the Ld. representative for the bank contends that the BPS dated 27-10-88 and 9-1-90 are not applicable to workman's case and the fact of completion of 90 days is also not applicable. The ld. representative has contended that the workman has raised the industrial dispute belatedly, which deserves to be rejected on this count.

20. The workman has stated his claim on this crucial point by contending that he has completed over 100 days of work between the period 20-3-90 to 11-7-90 and in view of the aforesaid BPSs, a daily wager who has completed 90 days of service with the bank is entitled for the reinstatement.

21. The BPS dated 27-10-88 and 9-1-90 have not been placed on record and it was shown on behalf of the bank that the contents thereof have been disclosed by MW-1 Pankaj Chopra on oath in his affidavit. The Ld. representative for the workman has placed his reliance on the circular Ex. P-1 and advertisement Ex. P-3 in this regard. The circular Ex. P-1 dated 7-8-91 has been issued in pursuance of the agreement dated 27-10-88 and 9-1-90 and it says that the circular dated 5-4-91 whereby it was provided that the daily wagers would be eligible for a chance for being considered for permanent appointment provided they had completed the prescribed minimum temporary service during the period 1-7-75 to 31-7-88, this outer date for completing the minimum required temporary service may be extended from 31-7-88 to 14-8-91. But this circular does not spellout the minimum required temporary service. It further directs that the advertisement in this regard be published. Ex. P-3 is the advertisement which contains the contents of the aforesaid circular, but it, too, does not demonstrate the minimum required period. MW-1 in conformity with the plea noted in the written-counter, has stated on oath at para 5 of his affidavit that the BPS provides inter alia that the daily wagers who have worked as Messenger/Cash Coolie Sweeper/Bank Guard temporarily for full time or part time on daily wages basis and those who have completed one calendar year or 240 days of work in a continuous block and are eligible for the bank services will be entitled for appointment to the subordinate posts lying vacant. Thus, the benefit which can be attracted by the workman in the controversy at hand can be accrued to him on completion of one calendar year during the period of his employment or completion of 240 days of service in a continuous block. As against the narration of this fact on oath by the management witness, the workman could not be able to state on oath that the requirement under both the said BPS was only confined to completion of 90 days of work. As such, applying this test, the workman has not manifestly completed one calendar year of service or 240 days of work in the continuous block of his employment. Therefore, the workman falls to satisfy the requirements envisaged by the BPS supra.

22. Significantly, the requirement of completion of 240 days in a continuous block under the BPS also finds support from the notice Ex. P-8 relied upon by the workman. This notice was issued on behalf of the National Confederation of Bank Employees to the Assistant GM of the non-applicant bank whereby the federation has urged for the appointment of workman along with one Sh. Prahlad Narayan Sharma. It also says that the workman had completed a period of 93 days service under the employment of the bank, whose case was not considered for regular appointment, but it further states "however, bank has appointed certain workmen under this policy who have worked for more than 240 days during. . ..(iilegible)". It strengthens the contents of both the BPS as displayed by the management witness on oath in his affidavit.

23. Apart it, in the application Ex. P-4 and P-7 respectively the workman has stated that he had continuously worked for 93 days during the period in question and nowhere it had been the workman's case that he had completed 240 days in a continuous block or had completed a calendar year during his employment.

24. It has also been contended on behalf of the workman that since the non-applicants have not produced the petty cash book which could show the service period of the workman, the adverse inference should be drawn against the bank. The ld. representative has placed his reliance upon 1997 (1) WLC (RAJ) 63 and 1998 (I) WLC (Raj) 679.

25. In this context, vide order dated 16-9-2005 while disposing of the workman's application to summon the documents form the non-applicant bank, it was observed by this Tribunal in the order dated 16-9-2005 that so far as the production of the petty cash book is concerned, the bank management has produced a photocopy of the standing orders which states that a charge register would

be retained up to five years and the bank had shown that the purported document has been destroyed as per the standing orders. The non-applicants were further asked by the Court to submit the affidavit in support of their plea and pursuant to the order the affidavit of Ghanshyam Sharma, Deputy Manager.(Protocol) has been submitted in support of the plea. Therefore, the petty cash book could not be called for from the bank since it was destroyed. Under these circumstances, no adverse inference can be drawn against the bank and the decisions relied upon by the workman do not lend any support to his submission.

26. Then it has been contended on behalf of the non-applicants that after much delay, the workman has raised the industrial dispute and the Ld. representative or the workman has sought to controvert this submission by arguing that simply on account of delay the relief cannot be denied to the workman. The ld. representative for the workman has drawn my attention towards (2003) 4 SCC 27 and (1999) 9 SCC 178.

27. The Hon'ble Apex Court in both the decisions supra has observed that though no limitation is prescribed for reference of dispute, it should be referred as soon as possible after it was raised and after the conciliation had failed. It has been further observed that in the matter of delay in raising the dispute and initiating the proceedings, the relief can be moulded by denying the back-wages. The submission advanced by the Ld. representative for the workman is supported by the aforestated views expressed by the Hon'ble Apex Court and the contention canvassed on behalf of the bank cannot be sustained that solely on the ground of delay the claim can be rejected.

28. To conclude, the workman has failed to satisfy the Court that he has fulfilled the requirement as per the BPSs and as such this point is decided against him.

RELIEF

29. For the foregoing reasons, the workman is entitled to no relief.

30. In the result, the reference is answered in the negative against the workman and in favour of the non-applicant bank and it is held that the action of the management of non-applicant bank in terminating the services of the workman is legal and justified. The claim of the workman is rejected. An award is passed in these terms accordingly.

31. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer.

नई दिल्ली, 22 मई, 2006

का. आ. 2342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 36/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं एल-12012/238/2004-आई आर (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.36/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workman, which was received by the Central Government on 22-5-2006.

[No. L-12012/238/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JAIPUR

Case No. CGIT-36/2005.

Reference No. L-12012/238/2004-IR(B-I.)

Sh. Raju Ram Goyal,
S/o. Sh. Rameshwar Ji Goyal,
Through Akhil Bhartiya
Trade Union Congress,
Outside Sojati Gate,
Jodhpur .....Applicant

Versus

1. The Senior Branch Manager,
The Bank of Rajasthan Ltd.,
Sardarpura Branch,
Jodhpur ..... Applicant

2. The Assistant General Manager,
The Bank of Rajasthan Ltd.,
Regional Office,
3-A, Chopasani Road,
Jodhpur. .....Non-applicants

PRESENT :

Sh. R.C. Sharma, Presiding Officer:
For the applicant : Sh. Munesh Gupta
For the non-applicants : Sh. Alok Fatehpuria.
Date of award :24-4-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-Sections 1 & 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter

referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Bank of Rajasthan Limited in terminating the services of Shri Raju Goyal S/o Sh. Rameshwar Goyal w.e.f. 1-9-2003 is legal and justified? If not, what relief the applicant is entitled to?"

2. The workman has pleaded in his claim statement that he was employed as a 4th Class on 7-9-1993 on daily wages at Sardarpura branch of the non-applicant bank, who discharged all the functions of a 4th Class, e.g., opening and closing the office, sweeping and dusting the office premise, distribution of daks as well as the job of messenger, despite that he was deprived of the benefits admissible under the labour laws, therefore, he r[illegible] n industrial dispute before the Assistant [illegible] Commissioner and on receipt of the notice, the management pressurized upon him to withdraw the dispute and when he did not accede to it, his service was terminated w.e.f. 1-9-2003. He thereafter raised an unsuccessful industrial dispute before the conciliation officer, who submitted the failure report to the Central Government. Challenging his termination order, the disputant has further stated that he has completed 240 days of work in a calendar year whose service was terminated without complying with the requirement under Section 25-F of the Act. He has also alleged that the non-applicant bank has not prepared the seniority list prior to his termination and has urged that the termination order be declared illegal and void and he may be reinstated in the service with its continuity and consequential benefits.

3. Resisting the claim, the non-applicants in their written-counter have averred that the disputant was not engaged by the competent authority and that he only worked in the bank as a temporary part-time employee. They have further stated that on the requirement of the work he was engaged as a part-time employee on ad hoc basis, who used to sweep the office premise and on the exigencies of work the additional job was also entrusted to him. They have further elaborated that for sweeping the office premise and filling the drinking water in the water pots he used to attend the office in the morning and he performed only three hours per week. They have denied the violation of any provision under the Act by them.

4. In the rejoinder, the workman has denied that he was working as a part-time employee and has further stated that he used to discharge his duties for the full day.

5. On the pleadings of both the parties, the following points for determination were framed :

I. Whether the disputant was employed on 7.9.1993 as a 4th Class on daily wages basis, who continuously worked and his service was terminated on 1.9.2003 who had completed 240 days of service preceding to the date of his termination and his service was terminated in violation of Section 25-F of the Act? BOA

Relief, if any.

6. In the evidence, the workman has submitted his affidavit and in the rebuttal, the counter-affidavits of MW-1 Pramil Sharma, Assistant General Manager, MW-2 Sunil Gahlot, Assistant General Manager, MW-3 KC Bhutra, Chief Manager and MW-4 Sita Ram Agarwal, Chief Manager have been brought on the record. All these witnesses have been cross-examined by the respective opposite representative.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :

Point No. I

8. The ld. representative for the workman contends that the workman was employed on 7.9.93 who had continuously worked for 10 years with the bank, but when he filed complaint before the ALC for the regularization of his service, he was terminated on 1.9.2003. The ld. representative further contends that the workman had completed more than 240 days of work during the each calendar year, that the job performed by him was of a regular nature and that on behalf of the non-applicants it could not be shown as to how many days the workman had worked. The ld. representative has also contended that the management witnesses have admitted that the workman had continuously worked with the bank and the ld. representative has placed his reliance on the documents produced by the workman before the Court.

9. Responding to these submissions, the ld. representative for the bank submits that the workman was employed as a part-time employee, whose working hours were less than three hours a week, that the workman was never employed as a full-time employee and as per the Bipartite Settlements entered into the national level the salary of a part time employee was given to him. He has emphatically contended that for full-time employment the rules are framed and only by following the rules the appointment of a full-time employee can be made. His assertion is that the disputant has not been employed as per the rules. The ld. representative has also contended that the part-time working period cannot be calculated for the purpose of calculating 240 days of work in a calendar year. Questioning the genuineness of the documents, the ld. representative has submitted that while the workman was working as a part-time employee he malafidely procured the photocopies of the documents which amounts to the loss of confidence of the bank in him and such persons are not entitled for reinstatement.

10. In the rejoinder, the ld. representative for the workman contends that the plea of loss of confidence is not applicable to the present case, that no such document could be specifically shown which was malafidely obtained by the workman and that the part time employment given by bank is the unfair labour practice.

11. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the

judicial pronouncements referred to before me by both the parties.

12. Now, the question posed before me is as to whether the workman is entitled to get the protection under Section 25-F of the Act.

13. In **(2005) 8 SCC 750** Surendranagar Distt - Panchayat vs Dahyabhai Amar Singh, referred to on behalf of the company, the Hon'ble Apex Court has held that as per Section 25 B of the Act the workman shall be said to be in continuous service for one year when he is in the employment of employer for the continuous uninterrupted period of one year except the period of absence permissible under the Section. The Hon'ble Court goes on to observe that "the provisions postulate that if the workman has put in at least 240 days with his employer, immediately prior to the date of retrenchment, he shall be deemed to have served with the employer for a period of one year to get the benefit of Section 25.F".

14. In the light of the principle propounded by the Hon'ble Apex Court supra, it has to be examined as to whether the workman has completed 240 days of actual service in a calendar year under the employment of the bank immediately preceding to the date of his termination or he was in the employment for the continuous uninterrupted period of one year prior to his termination. It has also to be examined whether the claimant was engaged as a part-time employee or a full-time employee.

15. To begin with, the management witnesses MW-1 Pramil Sharma has stated that from 30-5-98 to 29-9-2001 he was Manager at Sardarpura branch, MW-2 Sunil Gupta has stated that from 22-9-2001 to 12-4-2003 he was the Branch Manager at the said branch and MW-3 KC Bhutra has pointed out that from 26-6-93 to 30-5-98 he was the Branch Manager at Sardarpura. The workman's plea is that w.e.f. 7-9-93 to 1-9-2003 he had worked under the employment of the bank at its Sardarpura branch. Thus, these three management witnesses are stated to have seen the workman discharging his duties before them during the relevant period under their subordination. The management witnesses have further stated that the workman was employed as a part-time employee who was performing less than three hours per week. MW -1 has stated that the workman was paid the monthly wages Rs. 450/-, MW-2 Sunil Gahlot has stated it to be nearly Rs. 300, 400 per month and MW-3 KC Bhutra has pointed out that he was paid the consolidated monthly wages worth Rs. 300.

16. Contrary to it, the workman Raju Ram (WW -1) has deposed in his affidavit that he discharged the various jobs of the 4th Class and was working nearly 8 hours per day. The workman has also placed his reliance upon the bankers cheques submitted by him. MW-4 Sita Ram Agrawal, the Chief Manager at Sardarpura branch has admitted that cheques Ex. W-2 to W-5 respectively bear his signature between A to B, Ex. W-6 carries the signatures of Sh. CS Bhati between A to B and Ex. W -7 pertains to their branch. Thus, these documents are undisputed.

17. Ex. W-2 is a bankers cheque which says that Rs. 480/- was paid to the workman as water charges. An application annexed with it also suggests that the water charges worth Rs. 480/- from the period 18-8-2003 to 23-8-2003 was paid to the workman. Similarly, as per the cheque Ex. W-3 the water charges of Rs. 480/- from 25-8-2003 to 30-8-2003 were paid to the workman and in accordance with the cheque Ex. W-4 a sum of Rs. 450/- was paid to the workman for sweeping the bank premise in the month of August, 2003. Again, the cheque Ex. W -4 states that the water' charges of Rs. 480/- were paid to the workman for filling the drinking water from 11-2-2003 to 16-2-2003. Ex. W-5 points out that Rs. 480/- were paid to the workman for filling the drinking water from 4-8-2003 to 9-8-2003.

18. With the assistance of these documents and oral evidence gathered on record, obviously the workman was performing the duties of a part-time waterman or he was carrying out the job of sweeping the bank premises on part-time basis. Thus, on the strength of the oral and documentary evidence as well, it is established that the workman was engaged as a part-time employee.

19. Turning to the another pertinent question of completion of 240 days actual work in a calendar year preceding to the immediate date of termination or completion of one year continues uninterrupted service with the bank, the workman has deposed in his affidavit that he was continuously working from 7-9-93 to 1-9-2003. From the documents referred to above it could not be clarified on behalf of the workman that he had completed 240 days of actual service in a calendar year preceding to his termination. However, the testimony of the management witnesses MW-1 Pramil Sharma, MW-2 Sunil Gahlot and MW-3 KC Bhutra help the workman's case on this point. Pramil Sharma has admitted in his cross-examination that during his tenure of posting at Sardarpura Branch from 30-5-98 to 29-9-2001 he had found the workman working there. MW-2 Sunil Gahlot has too admitted in his cross-examination that during his term of posting from 22.9.2001 to 12.4.2003 the workman was temporarily working there. MW-3 KC Bhutra has also clearly admitted that from 26-9-1993 to 30-5-1998 the workman has continuously worked with the branch on part-time basis. It, therefore, flows from the aforestated management evidence that the workman in the aforestated period had continuously and uninterruptedly completed more than one year of service under the employment of the non-applicant bank. There is no dispute that prior to the termination of the workman's service, neither the legal notice was served upon him, nor the one month's salary in lieu of notice, may the retrenchment compensation was paid to him. Therefore, the termination of the workman amounts to retrenchment and he is entitled to get the protection under Section 25-F of the Act.

20. The Ld. representative for the bank while placing the strong reliance on 1988 (1) LNN P&H 708 has contended

that the part-time employee is not entitled for the reinstatement. In the referred to decision, the claimant was initially appointed as a part time Mali for 2 hours a day, which was subsequently modified to 4 hours a day and after 3 month's he was given ad hoc appointment as Chowkidar for 89 days. It was found by the Court that he had not completed 240 days of service as a Chowkidar. Therefore, his claim could not be accepted. Thus, the facts are dissimilar to the present controversy.

21. Contrary to it, the Ld. representative for the workman has invited my attention towards 2003 Lak IC Raj 528 wherein the Hon'ble Court has observed that the definition of the workman includes a part-time worker also looking to the nature of the work which is the principal factor for determining it. Looking to the facts of the case, the decision reported in 2003 Lab IC Raj 528, squarely covers the facts of the present controversy and lends support to the submission advanced on behalf of the workman. The contention canvassed on behalf of the non-applicant, therefore, cannot be accepted.

22. The Ld. representative for the non-applicant then has contended that the workman was not regularly selected for this post and it amounts to, his back door entry which can not be given and the Ld. representative has drawn my attention towards 2004 (104) FJR P & H 917 and 1998 (1) LLJ Guj 447. But the facts of both these cases disclose that the concerned disputant was appointed against the regular post on ad hoc basis which could not be sustained. Apparently, the facts of both these referred to decisions do not bear resemblance to the present controversy.

23. The Ld. representative for the non-applicant has next contended that the workman has malafidely obtained the photo copies of the documents placed before the Court which amounts to losing the confidence in him by the bank. In this context, the Ld. representative has taken me to the evidence of the workman when to a question put to the workman he has stated that he had not sought the written permission of the bank for copying the documents he had placed before the Court, but he was orally told by the concerned authorities that these copies can be helpful to him. He further has expressed his unwillingness to disclose the name of such authority. The ld. representative for the bank has referred to 1973 (26) FLR SC 423 and 1974 (29) FLR Orissa 355 on the point on losing the confidence by the employer in the employee. But both these decisions relate to the disciplinary proceedings wherein the Hon 'ble Courts have observed that the employee should not be reinstated. As such, there facts do not match the present controversy and the submission put forth on behalf of the bank cannot be maintained.

24. Lastly, the Ld. representative for the bank has also suggested that instead of reinstating the workman in the service, due retrenchment compensation may be allowed to him and has relied upon 1970 (1) LLJ SC 63 and 2005 12 SCC 251. In 1970 (1) LLJ SC 63, the facts are that the employee who was a Stenographer was terminated within one year of his appointment. He had put in only one year of service and it was found that he had retained the copies of confidential letters dictated to him. On these grounds, it was considered proper to award him the retrenchment compensation instead of reinstating him. Similarly, in (2005) 12 SCC 251, the Tribunal found that since no post was available for reinstating the workman, it awarded him the compensation which was affirmed by the Hon'ble Apex Court. In the controversy at hand, the workman has rendered nearly 10 years service to the bank. Looking to his length of employment awarding of compensation to him, in my considered opinion, would not be suffice and his reinstatement in the service would be an adequate redress to his grievance.

25. To sum up, the workman has succeeded in discharging the onus of this issue to this extent that he had continuously and uninterruptedly completed for more than one year of service under the employment of the bank as a part-time employee, and this point is decided in this manner in his favour.

Section 25-G of the ID Act and Rule 77 of ID Rules, 1957

26. Under this point, the ld. representative for the workman has also agitated that prior to the workman's termination the compliance of Rule 77 has not been made by the bank as no seniority list was prepared and has relied upon 1991 (1) RLR 577. The Ld. representative for bank has sought to refute the plea by contending that no seniority list was required to be prepared of the part-time workers.

27. Evidently, the disputant was a part-time worker and it could not be shown on behalf of the workman that even the seniority list of such workmen was being prepared by the department. Apart it, the workman has not pleaded that junior employees to him were retained by the bank at the time of terminating his service. As such, the workman has failed to discharge the onus of this point and his plea cannot be maintained. The referred to decision is of no avail to him.

RELIEF

28. For the foregoing reasons, the workman is entitled to be reinstated in the service. He has also pleaded unemployment in his claim statement and has reiterated it in his affidavit. Therefore, he is also entitled for the back-wages.

29. In the result, the reference is answered in the affirmative in favour of the workman and against the bank and it is held that the termination order dated 1.9.2003 passed against the workman is illegal and unjustified. The claim of the workman is allowed. It is further held that he is entitled to be reinstated in the service with its continuity and 50 per cent back-wages from the date of his termination. An award is passed in these terms accordingly.

30. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

that the part-time employee is not entitled for the reinstatement. In the referred to decision, the claimant was initially appointed as a part time Mali for 2 hours a day, which was subsequently modified to 4 hours a day and after 3 month's he was given ad hoc appointment as Chowkidar for 89 days. It was found by the Court that he had not completed 240 days of service as a Chowkidar. Therefore, his claim could not be accepted. Thus, the facts are dissimilar to the present controversy.

21. Contrary to it, the Ld. representative for the workman has invited my attention towards 2003 Lak IC Raj 528 wherein the Hon'ble Court has observed that the definition of the workman includes a part-time worker also looking to the nature of the work which is the principal factor for determining it. Looking to the facts of the case, the decision reported in 2003 Lab IC Raj 528, squarely covers the facts of the present controversy and lends support to the submission advanced on behalf of the workman. The contention canvassed on behalf of the non-applicant, therefore, cannot be accepted.

22. The Ld. representative for the non-applicant then has contended that the workman was not regularly selected for this post and it amounts to, his back door entry which can not be given and the Ld. representative has drawn my attention towards 2004 (104) FJR P & H 917 and 1998 (1) LLJ Guj 447. But the facts of both these cases disclose that the concerned disputant was appointed against the regular post on ad hoc basis which could not be sustained. Apparently, the facts of both these referred to decisions do not bear resemblance to the present controversy.

23. The Ld. representative for the non-applicant has next contended that the workman has malafidely obtained the photo copies of the documents placed before the Court which amounts to losing the confidence in him by the bank. In this context, the Ld. representative has taken me to the evidence of the workman when to a question put to the workman he has stated that he had not sought the written permission of the bank for copying the documents he had placed before the Court, but he was orally told by the concerned authorities that these copies can be helpful to him. He further has expressed his unwillingness to disclose the name of such authority. The ld. representative for the bank has referred to 1973 (26) FLR SC 423 and 1974 (29) FLR Orissa 355 on the point on losing the confidence by the employer in the employee. But both these decisions relate to the disciplinary proceedings wherein the Hon 'ble Courts have observed that the employee should not be reinstated. As such, there facts do not match the present controversy and the submission put forth on behalf of the bank cannot be maintained.

24. Lastly, the Ld. representative for the bank has also suggested that instead of reinstating the workman in the service, due retrenchment compensation may be allowed to him and has relied upon 1970 (1) LLJ SC 63 and 2005 12 SCC 251. In 1970 (1) LLJ SC 63, the facts are that the employee who was a Stenographer was terminated within one year of his appointment. He had put in only one year of service and it was found that he had retained the copies of confidential letters dictated to him. On these grounds, it was considered proper to award him the retrenchment compensation instead of reinstating him. Similarly, in (2005) 12 SCC 251, the Tribunal found that since no post was available for reinstating the workman, it awarded him the compensation which was affirmed by the Hon'ble Apex Court. In the controversy at hand, the workman has rendered nearly 10 years service to the bank. Looking to his length of employment awarding of compensation to him, in my considered opinion, would not be suffice and his reinstatement in the service would be an adequate redress to his grievance.

25. To sum up, the workman has succeeded in discharging the onus of this issue to this extent that he had continuously and uninterruptedly completed for more than one year of service under the employment of the bank as a part-time employee, and this point is decided in this manner in his favour.

Section 25-G of the ID Act and Rule 77 of ID Rules, 1957

26. Under this point, the ld. representative for the workman has also agitated that prior to the workman's termination the compliance of Rule 77 has not been made by the bank as no seniority list was prepared and has relied upon 1991 (1) RLR 577. The Ld. representative for bank has sought to refute the plea by contending that no seniority list was required to be prepared of the part-time workers.

27. Evidently, the disputant was a part-time worker and it could not be shown on behalf of the workman that even the seniority list of such workmen was being prepared by the department. Apart it, the workman has not pleaded that junior employees to him were retained by the bank at the time of terminating his service. As such, the workman has failed to discharge the onus of this point and his plea cannot be maintained. The referred to decision is of no avail to him.

RELIEF

28. For the foregoing reasons, the workman is entitled to be reinstated in the service. He has also pleaded unemployment in his claim statement and has reiterated it in his affidavit. Therefore, he is also entitled for the back-wages.

29. In the result, the reference is answered in the affirmative in favour of the workman and against the bank and it is held that the termination order dated 1.9.2003 passed against the workman is illegal and unjustified. The claim of the workman is allowed. It is further held that he is entitled to be reinstated in the service with its continuity and 50 per cent back-wages from the date of his termination. An award is passed in these terms accordingly.

30. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2343—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोर्ड ऑफ एप्परेनटाईसशिप ट्रेनिंग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं-II मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/107 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-06 को प्राप्त हुआ था।

[सं. एल- 42012/182/2000-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.-CGIT-2/107 of 2000) of the Central Government Industrial Tribunal cum Labour Court, No.II Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Board of Apprenticeship Training and their workman, which was received by the Central Government on 22-5-2006.

[No. L-42012/182/2000-IR(DU)]

SURENDRA SINGH, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 AT MUMBAI

PRESENT

A.A. LAD, PRESIDING OFFICER

REFERENCE NO. CGIT-2/107 OF 2000

Employers in Relation to the Management of

Director,
Board of Apprenticeship Training,
ATI Campus, V.N. Purav Marg,
Sion, MUMBAI 400 022.

v/s.

Their Workman

Shri Radheysham Dubey,
C/o. Shri Mohan Yadav,
Ramdas Chawl, Surya Nagar,
Vikhroli (West),
MUMBAI 400 083

APPEARANCES

For The Employer : S/Shri B. Dattamoorty & S.S. Karkera Advocates

For The Workman : Mr. V.V. Menon, Advocate.

Date of reserving Award : 5th April, 2006.
Date of passing of Award : 1st May, 2006.

AWARD-PART II

The Government of India, Ministry of Labour by its Order No.L- 42012/182/2000/IR (DU) dated 31st October, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of Board of Apprenticeship Training, Mumbai in terminating the services of Shri R.S. Dubey, Ex. Workman-cum-Pump Attendant w.e.f. 19-10-1994 is legal and justified? If not, to what relief the workman is entitled?"

2. Shri Dubey was employed in the management Board of Apprenticeship Training, Mumbai, as Watchman. Vide Statement of Claim (Exhibit-4) Dubey pleaded that initially he worked in the management from 6th April, 1994 through the Security Guard Board for Maharashtra State and he was informed then that there is a vacancy, and therefore, he had applied on 27th July, 1992 and that he was consequently appointed as Watchman-cum-Pump Attendant w.e.f. 31st July, 1992. Consequently, his name was entered in the muster roll and that he was receiving regular salary in the scale. It is the contention of Dubey that he worked continuously from 1st August, 1992 till 19/10/1994 i.e. more than 240 days and that during the said period he was not given any memo as his serivce record was clean and unblemished. However abruptly by the letter dated 19-10-1994 his services were terminated by the management without giving him notice or notice pay and retrenchment compensation under the provisions of the Industrial Disputes Act. Therefore, his termination is illegal. So it is prayed that management be directed to reinstate him in service in continuity with full back wages.

3. Management resisted the claim of Dubey by filing Written Statement (Exhibit-7), contending that reference is not maintainable as the Institute does not fall within the definition of 'Industry' under section 2 (j) of the Industrial Disputes Act. It is averred that the main object of the management is to organize practical training for graduates and diploma holders in Engineering and Technology in accordance with the provisions of the Apprenticeship Act, 1961 and further to secure to provide training facilities in different technical establishments both in the private and public sectors in the State of Maharashtra, Gujarat, Madhya Pradesh, Goa and Union Territories of Diu and Daman. It is contended in order to achieve, this Board is required to establish permanent liaison between the technical institutions located in the region and that the Board is

managed by the funds given by Government as grants, donations, fees etc. and that the functions of the Board are not in any manner to be declared an 'Industry'. It is further the contention of the Board that, it does not undertake any activity for production/distribution of goods and services partaking of the nature of the trade/business undertaken by the State and that main function of the Board is to provide expert and advisory service in the area of practical training and thus the Board is predominantly engaged in the field of education. Apart from this, it is further the contention of management that Dubey was appointed erroneously against non existent post by an officer who was temporarily holding charge which was administrative irregularity. It is averred that, because of the irregular appointment of Dubey his salary could not be made from the allotted funds as objected by the A.G. Office, Mumbai. It is contended, since the appointment of Dubey was administrative error, and that there was no post of Watchman-cum-Pump Attendant question of giving him notice pay and retrenchment compensation does not arise. It is contended, knowing the irregularity, Dubey was discontinued from 19th October, 1994 consequently his claim being devoid of substance be dismissed with costs.

4. On the basis of pleadings, issues were framed at Exhibit 11 and in that context Dubey filed affidvit in lieu of Examination-in-chief (Exhibit-17) and closed oral evidence vide purshis (Exhibit-18). In rebuttal, Director of the Board Mr. Rathod filed affidavit (Exhibit-19) and the management closed oral evidence vide purshis (Exhibit 23).

5. Dubey filed written submissions along with copies of rules (vide Exhibit-24/26) and management (Exhibit 25). On going through the record and proceedings as a whole my Predecessor has framed Issues at Exhibit 11 but were not answered as my Predecessor declared First Party not as an "Industry" by passing Award dated 5th June, 2003. Said Award was challenged by aggrieved party i.e. Second Party Workman Radhey Shyam Dubey by preferring Writ Petition No. 1138 of 2004. Our Hon'ble High Court while deciding said Writ Petition observed First Party as an 'Industry' within the definition of Section 2 (j) of Industrial Disputes Act by setting aside the Award passed by my Predecessor dated 5th June, 2003 ordering to restore the reference and dispose it off on merits.

6. As a result of that, Reference came back before me and remaining issues which were not answered by my predecessor observing "Does not survive" are now taken for consideration and I record my findings against them, as follows:

Issue No.	Findings
1. Whether Shri R.S. Dubey, continuously worked for more than 240 days in a calendar year?	Yes
2. Whether Board of Apprenticeship Training Mumbai is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act?	Decided by our Hon'ble High Court holding 1st Party as an "industry"
3. Whether the action of the Management of Board of Apprenticeship Training, Mumbai in terminating the services of Sh. R. S. Dubey Ex-workman-cum-pump attendant w.e.f. 19-10-2004 is legal and justified?	No
4. What relief the workman is entitled ?	As ordered below.

Issue Nos. 1 and 3 :

REASONS

7. The burden is casted on the second party Workman to show that, he worked for more than 240 days in a calendar year to claim as an employee of the First Party. Said claim is challenged by the first party saving that there was no post. Appointment given to the second party was erroneous and against the provisions and vacancy. Since appointment itself was not legal question of counting 240 days in a calendar year to attract the benefit of provision to call second party workman as an employee of the first party does not arise.

8. To prove that and after remand of the matter as per the order of our Hon'ble High Court passed in Writ Petition 1138 of 2004, both parties chose not to lead any additional evidence than what is on record available at the time of the passing of Part I Award.

9. This situation reveals that, the second party was appointed by one Shri A.K. Sinha, Director Incharge by order dated 31st July, 1992 on the post of Watchman-cum-Pump Attendant on adhoc basis. Record and proceedings also reveals that, by termination letter dated 19th October, 1994 Mr. S. P. S. Rathore, Director of the Training, terminated the services of the second party workman with immediate effect without assigning any reason. So if we count the period of services of second party workman from 31st July, 1992 to 19th October, 1994 definitely it crosses the required period of service i.e. of 240 days in a calendar year as required by Issue No. 1. So plain reading of these two orders inter alia reveals that, second party workman worked with the first party for more than 240 days in a calendar year. So Issue No. 1 is answered in the affirmative.

10. The case made out by the first party is that, since there was no post of Watchman-cum-Pump Attendant, second party cannot be appointed, as appointed by Mr. A.K. Sinha, by order dated 31st July, 1992. However, the termination ordered issued by the Director of Training dated

19th October, 1994, if we read as it is, will spell out as follows :

> "As per the terms and conditions laid down in the appointment letter No. BOAT/PSP/RD/dated 31st July, 1992, the services of Shri Radhey Shyam Dubey—Chowkidar-cum-Pump Opertor are terminated with effect form 19th Oct. 1994 (AN)."

So this order reveals that, no any reason whatsoever on ground taken in reply to claim which is in the mind of the first party is not spelt out in the said office order referred above, dated 19th October, 1994, reasoning that, since there was no vacancy or post available or sanction post, first party preferred to terminate it. Apart from that, no notice given nor salary offered of one month in lieu of notice and no dues were paid. No retrenchment compensation is offered. If we consider about his services which he tendered with first party right from 31st July, 1992 and see whether this type of appointment, pausing for a moment, was given by Mr. A.K. Sinha without availability of the post or pausing for a moment, that second party was appointed termporarily, whether can be terminated as terminated in the instant case? To substantiate the action of the termination, first party placed reliance on the citations published in **AIR 1964 S.C. P. 521,** While deciding case of **State of Punjab *vs.* Jagdip Singh and ors.** our Apex Court observed that, at the time of appointment when there was no regular post and by creating it later on, said cannot legalise the previous posting. However, in my considered view, the facts of that case are quite different than the fact of the present case which is before us. In the case referred above inter alia the Responding was officiating Tahsildar in the erstwhile State of Pepsu. Later on by Notification dated October 23, 1956 made by the Financial Commissioner, said respondent was confirmed as Tashildar with immediate effect. However, since no post was available at that time he cannot be confirmed. Then on 24th October, 1956 the Rajpramukh of Pepsu sanctioned the creation of supernumerary posts of Tahsildars to provide lines for the tahsildars whom had been confirmed under the Notification. On 1-11-1956 the State of Pepsu was merged with the State of Punjab and by virtue of it, Respondents became the servants of the Punjab State. The action taken was reconsidered by the Punjab Government and on 31st October, 1957 the Government of Punjab made a Notification "deconfirming" the Respondent. It was challenged by him. While deciding it was observed that, the order of the Financial Commission has no legal foundation under the Punjab Tehsildari rules since there was no vacancy in which Respondent can be confirmed and observed that, the said appointment was wholly void. But in our case, no such appointments were done with the intention to accommodate Second Party Workman as happened in the case of Jagdip Singh, Respondent in the above referred case. He was appointed plainly by the Acting Director on the post of the Watchman-cum-Pump Attendant. There was no such controversy as noted in the above referred case. Besides the span of the approved period of Jagdip Singh was a span of very short period, whereas span of the employee involved in the Reference is bigger span of service than span of jagdip Singh. To support the action, First Party, also placed reliance on one mor e citation published in SC Service Law Judgments 1997 (1) p.545. While deciding the case of State of Orissa and ors vs. Sukanti Debi, Respondent, observed that, "the appointment of Respondent Sukanti Debi as a Hindi Teacher was not legal, because she was not qualified for the post and there was no subject of Hindi which can be teach there. In the said Institute Hindi subject was not examinable subject in any school and as such, there was no need to appoint Sukanti Debi, Respondent in the above referred case." But in our case which is before us, it is not shown by the First Party that appointment given to the Second Party Workman was given against the work which was not available there and his services is not required as happened in the case of Sukanti Debi.Third judgment submitted by the First Party to justify their action of termination of services of Second Party Workman, is produced published in Administrative Tribunal Judgments 1997 (2) p.109 and while deciding the case of Ram Swaroop & ors. vs. Union of India and ors., Chandigarh Bench of Central Administrative Tribunal observed that, if services were terminated by giving one month's salary in lieu of the notice such a termination can be treated legal and justifiable. However, the termination letter which is reproduced above dated 19th October, 1994 does not speak anything regarding notice pay nor notice given or salary offered of one month to the Second Party Workman. On the contrary notice dated 19th October, 1994 by which termination is effected of the Second Party Workman does not give any scope to the First Party to say about the action taken by the First Party against him is justified. Said order dated 19th October, 1994 straight away terminate the services of the Second Party Workman with immediate effect i.e. from 19th October, 1994 itself. So in my considered view, the citation referred by the First Party does not justify the act under scrutiny, because there was no notice as given to Ram Swaroop and ors. involved in the above referred case.

11. Besides, this if we read citation referred by Second Party workman, we find, citation published in Current Labour Law Reporter 1990 (II) SC p.1 which reveals that while deciding case of Punjab Land Development & Reclamation Corporation Ltd. & ors. vs. the Presiding Officer, Labour Court, Chandigarh and ors. observed that, the "Retrenchment—Whether termination of a workman as surplus labour or for any reason whatsoever otherwise than as a punishment-is held termination done by the

employer by exclusory of provisions of Section 2 (oo) of the Industrial Disputes Act. Even citation published in 1993 I C.LR, p. 846 decision of Madhya Pradesh High Court while deciding the case of Rajeshkumar & ors. *vs.* State of Madhya Pradesh & ors. observed that ".....Termination of service on ground that, appointment was invaiid (as happened in our case) does not fall under any of the exclusory clauses of S.2 (oo) and therefore amounts to retrenchment and provisions of Section 25 (f) attracts to such a termination and if not followed it is illegal termination." Another citation published in ILLJ 1995 p. 973 Patna High Court while deciding case of Mithilesh Kumar Singh *vs.* State of Bihar & ors. observed that, termination of services on the ground that initial appointment was not legal and valid still such a termination amounts to retrenchment. It is observed that, termination for illegal and invalid appointment is not an exception to the definition of retrenchment. All these reveals that, though there is the like appointment as happened in the present case *i.e.* appointment without posting or appointment without post it has no exception to the definition of retrenchment and does not permit to give go bye to the provisions of retrenchment. When such type of appointment also attracts the provisions of retrenchment, we have to see whether those provisions are followed by First Party?

12. Section 25 (f) of Industrial Disputes Act, 1947 puts some condition precedents to retrench the employees. As per this provision, no Workmen employed in any Industry who has been in continuous service for not less than one year shall, be retrenched by that employer until :

(a) give one month's notice in writing indicating the reason for retrenchment and the period of notice has expired, or the workman is paid in lieu of such notice, wages for the notice period;

(b) if the workman has to pay at the time of the retrenchment compensation which shall be equivalent to fifteen days average pay for every completed year ;

(c) notice in the prescribed manner is to served on the Government before issuing such retrenchment.

13. Here we find that, the provisions of Section 25 (f) as referred above, are not followed in the instant case while retrenching the employee. No compensation is given as per Section 325(f) of Industrial Disputes Act, nor notice or pay of notice of one month is given as required under Section 25 (f) (a). So definitely the action taken by the First Party in terminating the services under the guise of non-availability of the post though the Second Party Workman worked for more than 240 days, as accepted is illegal. So action under the challenge definitely require to be declared not legal and justifiable and proper.

14 So if we consider the termination and the appointment order we find, Second Party Workmen was appointed by the First Party and was terminated without following due process of law. So definitely action, under challenge, of the First Party. Dated 19th October, 1994 is illegal and requires to be quashed with the direction to First party to reinstate him from 19th October, 1994 itself with benefits of same reliefs of backwages.

15. As far the relief of back wages is concerned it, is a matter of record that, neither Second Party nor First Party made out clear case regarding the same. It is not the case of the First Party that he is employed and has source of income. First Party has also to prove that Second Party is employed to give go bye to the pleading of Second Party of back wages or push to the demand of the Second Party of back wages by making out specific case. Still burden of making out case of back wages is not properly discharged by the Second Party. Besides First party is Government undertaking doing work in Human Resources Development. It is run on the funds of the Government *i.e.* ultimately on the funds of we people. When Second Party did not work for first party from October, 1994 I think, to meet the ends of justice 25% of back wages will suffice the purpose which meets the ends of justice. Hence, the order :

ORDER

(a) Reference is allowed;

(b) Termination dated 19-10-1994 in termination of the Second Party Workman is declare illegal;

(c) Firtst Party is directed to reinstate Second Party Workman Radheshyam Dubey and pay him back wages @ 25% from the date of termination till he is reinstated;

(d) No order as to costs.

Mumbai

1st May, 2006 A. A. LAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एरिया स्टेशन कैंटीन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/96 आफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल- 14011/2/2001-आई आर (डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/96 of 2001) of the Central Government Industrial Tribunal-cum- Labour Court, No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Area Station Canteen and their workman, which was received by the Central Government on 22-5-2006.

[No. L-14011/2/2001-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI.

PRESENT

A.A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/96 OF 2001

Employers in relation to the Management of :

The Vice Chairman,
Area Canteen, Mumbai Sub Area

AND

Their Workman

APPEARANCES

For the Employer : Mr. Pratap Chandra and Mr. B.D. Birajdar Advocates.

For the Workmen : Mr. M.B. Anchan Advocate.

Date of reserving Award : 28th March, 2006.
Date of passing of Award : 25th April, 2006.

AWARD-PART-I

Reference is sent by the Desk Officer, Government of India, Ministry of Labour, New Delhi, by correspondence dated 21st June, 2006 under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication:

> "Whether the action of the management of Area Station Canteen in not accepting the 15 point Charter of Demands dated 29-9-2000 served by the General Labour Union and in terminating the employment of seven workmen (as per annexure) with effect from 28-10-2000 is legal and justified? If not, what relief the workmen concerned are entitled to ?"

2. Union of the concerned employees have filed Statement of Claim at Exhibit 7 regarding 7 employees involved in the Reference stating that, Charter Demand dated 8-3-2000 covers the service conditions of the employees of the Area Station Canteen, Mumbai and Nerul Canteen as per the Settlement dated 3-8-1995 which took place between the Canteen Officer-in-Charge, Area Station Canteen, Colaba, Mumbai and the General Labour Union, Mumbai. As per the decision given by the Central Administrative Tribunal, Jodhpur, the Unit Run Canteens are the employees of Departmental Canteen, and that the employees of the Unit Run Canteens are entitled to pay and other benefits similar to the pay and other benefits available to the employees in the Canteen Stores Department of the Ministry of Defence. On 21-12-1999 Union terminated the said Settlement and submitted a fresh Charter of Demands on 8th March, 2000. Since, Union did not get any reply from the Management, Union by letter dated 13th September, 2000 requested the management to hold negotiations as there was lot of discontentment among the employees and request to settle the dispute within fifteen days. Since, there was no reply from the Management, the Union by its letter dated 29th September, 2000 again submitted a Charter of Demands requesting the Management to settle the demands before the commencement of the indefinite strike of which notice was given by the Union. Since, there was no reply from the Management, the employees were on indefinite strike from 21st October, 2000. In the said strike Government interfered. Even Hon'ble High Court imposed a ban on the strike and as a result of that, strike was withdrawn from 24th October 2000. Though all the employees were allowed to report but the employees involved in this Reference were not allowed to report. So the Union submits that, injustice is done to the employees involved in this Reference. No proper decision was given by the First party in not allowing these employees to resume their duties. Even they have not followed the procedure as required and as applicable to them. The management has taken that decision, just to take revenge against those employees since they proceeded on strike, and they are victimized. So Union submits that, benefits of decision of Jodhpur Central Administrative Tribunal, be given to these employees treating them employee of the undertaking of the Central Government and request to direct management to extend the service benefits applicable to the Canteen/Store Department of the Ministry of Defence to its employees with retrospective effect from 1st January, 1996.

3. This demand is disputed by the First Party by filing Written Statement at Exhibit 8 challenging the claim of the Second Party, Union and making out the case that, they are not the employees of the undertaking of the Central Government and Unit who has raised this dispute

has no status to raise such a dispute. Reference as made is bad in law and not maintainable, the employers does not make any profit and is not running canteen for making profits. This Tribunal has no jurisdiction to entertain the Reference. The Defence Ministry has no control over the members of the Second Party Union who are involved in these proceedings. According to them Central Government is not appropriate Government and as such, this Tribunal has no jurisdiction. So it is submitted that, this issue should be decided first since it goes to the root of the case, as Reference itself is not maintainable in the present form. Besides this, the basic dispute the First Party has,taken number of other contentions. Issues were framed by my Ld. Predecessor at Exhibit 11 which reads as follows:

ISSUES:

1. Whether the reference is maintainable as averred in para 2 and of the Written Statement?

2. Whether the reference suffers from non-joinder of necessary parties, as averred in W.S., para 4?

3. Whether the action of the Management of Area Station Canteen in not accepting the 15 point Charter of Demands dated 29-09-2000 served by the General Labour Union is legal and justified?

4. Whether the action of the management in terminating the employment of seven workmen (as per annexure) w.e.f. 28-10-2000 is legal and justified?

5. What relief the workmen concerned are entitled to?

Out of these Issue No. 1 is treated as a preliminary issue which reads like this which I answer as follows :

Issue	Finding
1. Whether the reference is maintainable as averred in para 2 of the Written Statement?	Yes

REASONS:

4. This Issue is taken first as a preliminary issue on the strength of the contentions taken by the First Party in Written Statement Exhibit 8, where it is contented that, this Tribunal has no jurisdiction since the employees involved in this Reference are not the employees of the Undertaking having control of the Central Government. Since they are not the employees of the undertaking which is controlled by Central Government this Tribunal cannot entertain dispute referred by the Competent Authority under the Reference. Whereas the case of the Second Party Union is that, they are the employees of the undertaking which is run purely under the control of the Central Government. The undertaking is controlled by the Central Government and funded by it. It is under control of Central Government. Its activities are monitored by the Central Government. Since they are the employees of the Undertaking which is purely under the control of the Central Government and this Tribunal has jurisdiction.

5. To support that the Second Party has examined Suresh Ahire at Exhibit 14. He was cross-examined by First Party. Then Second Party closed evidence on this point by filing purshis at Exhibit 16. First Party has examined A.K Thakur in support of their contentions by filing affidavit at Exhibit 19. Said witness is cross-examined by the Second Party Union. First party closed its evidence by filing purshis at Exhibit 20.

6. Union filed written submission at Exhibit 21, with some documents, whereas First Party filed written arguments at Exhibit 21, with some document at Exhibit 22. Second Party Union filed some citations at Exhibit 28.

7. The evidence is led by the Second Party Union to show that, employees involved in the Reference are the employees of the undertaking which is run under the control of the Central Government. They have tried to project that, it is undertaking having control of the Central Government but is is not an industry. Its activities are run mechanically, systematically and officer who is Incharge of the said canteen, is the officer who is the employee of the Central Government. There is a body which monitor the activities of the said canteen. Said canteen provides the services to the Solders/employees of the Central Government. So directly workers involved in the Reference are serving for the Nation and directly they come within the purview of the employees of the Central Government. The witnesses examined by the Second Party Ahire admits that, he was appointed by the Area Station Centeen. His wages are paid by the Area Station Canteen. He admits that, his wages are paid out of the sale of goods sold in the canteen. He admits that separate account is maintain by the said canteen. Employees of the Canteen/Store are appointed by the Department in unilateral form. They are governed by the orders of the Area Station Canteen and they are terminated by the Area Station Canteen. However, this witness volunteers that, termination notice was served under the seal and signature of Vice Chairman R.J.S. Dhillon. Whereas witness examined by First Party, Thakur, admits that, he was also working with the Ministry of Defence. The question was put to the said witness that, who authorizes to run the canteen to which he replied that, Local Commander of the Defence Ministry authorizes to run the said canteen. He also states that, Local Committees are appointed by the Station Commandant who is Chairman of the Committees. He also states that, the rules are

prepared by the Local Committee on the basis of the written agreements settled between the employers and the employees. He admits that, canteen affairs are being supervised by the Defence Ministry. He also admits that, Unit Run Canteen, Stores and the wholesale outlet and it has control over the Defence Ministry. He also admits that, all the items are supplied through the Canteen Stores Department. He also admits that, Identity Cards are supplied by the Local Committee of the Defence Ministry. He volunteers that, said Identity Card is given to enter in the Army area

8. So this is evidence led by both. From the admissions given by the First Party's witness viz. A.K. Thakur, one thing is crystal clear that, Identity Cards are issued by the Local Committee of the Defence Ministry. He also admits that, the said Identity Card is utilized to enter in the Army area. It is a matter of record that, Col. Dhillon is supervising the activities of the canteen. No doubt employees involved in the Reference are the employees of the Canteen and not related directly with the defence activities of the Central Government. Their job is to provide services to the soldiers and the Defence persons if considered and which is not disputed, one has to consider and has to accept that, they have some nexus with the employees deployed in Central Government.

9. The arguments advanced by the First Party's Advocate in the Written submissions at Exhibit 22, that the employees involved in the Reference are not employees of the Central Government, Ministry of Defence but appointed by the Local Committee and as such they are not the employees of the Central Government. Here it is pertinent to note that this argument is rather showing that, First Party is not clear in its mind in knowing what is difference between the Central Government employee and the employee of the undertaking of the Central Government? If at all, First Party wants to say that, dispute of the employees of the Central Government comes within the jurisdiction of this Tribunal, I think it is not correct one. Central Government employees, have separte Tribunal which is called by name "Central Administrative Tribunal". Here jurisdiction of this Tribunal is over the dispute regarding employees working in the Units of which Central Government is the appropriate Government. It is not that, they should directly employees of the Central Government as tried to project by the First Party's Advocate in written submissions at Exhibit 22. It is a matter of record that, employees involed in the Reference are the canteen employees. They are paid out of the revenue of the canteen collected by serving Soldiers engaged in defence. Their duty is to give services to the Soldiers who, are directly concerned with the Defene Ministry which is directly under the control of the Central Government. They are employees of the undertaking which is run under the control of the Central Government. When they are the employees of the Unit, which is working under the Central Government, definitely in that, case one has to conclude that, the Central Government is the appropriate Government. When Central Government is an approiate Government of the first Party, and employees who are working there, involved in the Reference, are the members of the Second Party involved in the Reference are the employees of the First party and First is managed by the Central Government in that case one has to safely conclude that, Central Government is the appropriate Government and as such this Tribunal has jurisdiction over the dispute raised by such employees.

10. Number of citations are referred by the Second Party Union which are at Exhibit 28. They are as follows :

1. Supreme Court's decision in Kishan Prasad Gupta Vs Controller, Printing and Stationery, 1995 II CLR, p. 1134.

2. Karnataka High Court's decision in the case of Karnataka State Government Daily Wages Employees Federation vs. State of Karnataka, in W.P. Nos. 14515 to 14518 & 27780/1995 decided on 21-7-1995. I LLJ, 1996. 1168.

3. Madras High Court's decision in the case of Soundararajan & ors. vs. Secretary to the Govt. of India, Ministry of Labour & anr. II LL.J 1994 p. 665.

4. C.A.T, Principal Bench, New Delhi's order in the case of B.P. Bhardwaj and 3 ors. vs Union of India and 3 ors.

5. M.P. High Court's decision in the case of Union of India Vs Presiding Officer, C.A.T, Jabalpur and ors. 1995 LAB.I.C. 108

The ratio laid down in the above citations definitely help the Second Party to conclude that, employees working in such type of industry of which Central Government is an appropriate authority, can raise dispute before this Tribunal and it led it to conclude that, this Tribunal has jurisdiction.

11. In view of the discussions made above, I conclude that, this Tribunal has jurisdiction and I answer this issue in the affirmative observing that, the Reference is maintainable. Hence, the order

ORDER

(1) Reference is maintainable before this Tribunal;

(2) Both the parties are directed to appear on 29th June, 2006 In this Reference for further part.

Dated this 25th day of April, 2006.

A.A. LAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2345—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल काऊन्सिल ऑफ होम्योपैथी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 13/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-06 को प्राप्त हुआ था।

[सं. एल- 42012/5/98-आई आर (डीयू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 22nd May, 2006

S.O. 2345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/99) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Council of Homeopathy and their workman, which was received by the Central Government on 22-5-2006.

[No. L-42012/5/98-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT-II NEW DELHI

Presiding officer : R. N. Rai

Misc. Application
No. 1/2003 Complaint connected
with I. D. No. 13/1999

In the Matter of :
Shri Vijay Singh,
S/o Late Sh. Chaman Lal,
R/o 53, Block A, Gali No. 1,
Suraksha Vihar (Vikas Nagar),
New Delhi-110059

Versus

The President,
Central Council of Homeopathy,
61-65, Institutional Area,
J. L. N. Bhartiya Chikitsa avum Homeopathy,
Anusandhan Bhawan, Opp. D-Block,
Janak Puri,
New Delhi-110058.

&

The Gen. Secretary, I.S.M. & H. Council Emp. Asstt., 61-65, Institutional Area,
J.L.N. Bhartiya Chikitsa avum Homeopathy, Anusandhan Bhawan, Opp. D-block,
Janak Puri,
New Delhi-110058.

COMPLAINT UNDER SECTION 33 A OF THE ID ACT

The workman applicant has filed miscellaneous application under section 33 A of the ID Act, 1947. In the application it is stated that the complainant had been working as a Sr. Stenographer since 30.01.1980 in the office of the Central Council of Homeopathy.

That vide order dated 23.07. 1996 the complainant was placed under suspension by the respondent.

That on the basis of the representation dated 05.03.1998 submitted by the complainant, the Ministry of Labour, Government of India vide order No.42012/5/98 - ID (DU) dated 30.11.1998 had made a reference for adjudication of the service grievances including the factum of suspension of the complainant before the Honourable Tribunal.

That during the pendency of the proceedings on the basis of the above said reference, before the Hon'ble Tribunal, the respondent vide his Order No.2-3/96-CCH(Pt-II) 8890 dated 19.10.2000 had retired the complainant compulsorily.

That the aforesaid order of compulsory retirement is manifestly involved in the pending dispute between the complainant and the respondent.

That the order of compulsory retirement as passed has been passed by the respondent without obtaining the prior express permission in writing of the Hon'ble Industrial Tribunal as required under the provision of Sec.33 (1) (b) of the ID Act.

That the complainant is highly aggrieved by the contravention on the part of the respondent of section 33(1) (b) of the ID Act.

That the provision of Section 33 of the ID Act, 1947, prescribed during the pendency of adjudication proceedings before the Hon'ble Tribunal, the act of compulsory retirement of the complainant by the respondent.

That the order of compulsory retirement passed against the complainant is improper, malafide and unjustified.

That the order of compulsory retirement does not bar the jurisdiction of the Hon'ble Tribunal to proceed with the pending case.

That the application dated 24.10.2000 submitted on behalf of the respondent for the purpose of dropping the adjudication proceedings is not maintainable and deserve to be dismissed.

The grounds relied upon by the complainant in support of his complaint are as under :—

Because the object of the Section 33(1) of the Industrial Disputes Act, 1947 is to protect the interest of the applicant/complainant in dispute pending before the Hon'ble Tribunal against the victimization of the complainant at the hands of the employer (the Central Council of Homeopathy).

Because Section 33 (1) of the ID Act, 1947 ensures that the employer (the Central Council of Homeopathy) during the pendency of the dispute should not alter to the prejudice of the complainant/applicant, conditions of his

service immediately before the commencement of such proceedings.

Because the employer (the Central Council of Homeopathy) has altered the conditions of the services of the complainant by virtue of order (Ann. 1) without seeking the statue permission in writing of this Hon'ble Tribunal.

Because the employer (the Central Council of Homeopathy) has altered the conditions of the service of the complainant without any misconduct on the part of the complainant/applicant.

Because the order (Ann. 1) of the Central Council of Homeopathy is malafide, improper and bad in the eye of law.

Because the order (Ann. 1) is nothing but colourable exercise of the powers exercised by the employer.

Because the permission of the Hon'ble Tribunal for such action taken by the Central Council of Homeopathy is mandatory under section 33 of the ID Act.

Because the employer has to incur the penalty u/s 31 (1) of the ID Act as a result of his failure to seek prior express permission from the Hon'ble Tribunal before taking the action vide order (Ann. 1) against the applicant.

Because the employer deserves to be punished u/s 31 of the ID Act.

The management has filed objection. In the complaint it has been stated that this Hon'ble Tribunal has no jurisdiction to take cognizance of the above complaint under sections 31 & 33(10) (b) of the ID Act filed by the complainant.

That the above mentioned complaint has not been made by or under the authority of the Appropriate Government which is mandatory as per the provisions of section 34(10) of the ID Act, 1947.

That the complainant has no *locus standi* or authority to file such complaint and it amounts to abuse of the process of law, for which suitable penalty/fine may be imposed upon the complainant.

That the complainant has tried to mislead this Hon'ble Court by mentioning in Para - 1 that he has been working as Sr. Stenographer since 30.01.1980 in the office of Central Council. In fact he was appointed as a temporary stenographer w.e.f. 30.01.1980 and was appointed/promoted as Sr. Stenographer on adhoc basis w.e.f. 01.12.1988 to 31.05.1989 and was regularized on this post w.e.f. 01.06.1989.

That the complainant has again tried to mislead this Hon'ble Court in Para - 3 of the complaint by mentioning that the Ministry of Labour, Government of India vide Order No.42012/5/98-ID(DU) dated 30.11.1989 has made a reference "for adjudication of the service grievances including the factum of suspension of the complainant". In fact, there has been no reference for adjudication of service grievances. The short point of reference before this Hon'ble Tribunal is as follows:—

"Whether the demand made by the Indian Systems of Medicine and Homeopathy Council's Employees Association against the continuous suspension of Shri Vijay Singh by the management of Central Council for Homeopathy, as contained in the application dated 06.05.1997, is legal and justified?"

That the Industrial Disputes Act does not apply to the Central Council of Homeopathy since it is a statutory body set up by the Government of India under the provisions of Homeopathy Central Council Act, 1973 and it is not an Industry. The CCA (CCS) Rules and other FR & SR as applicable to the Central Government Employees have been adopted by the Central Council as per Standing Orders of Central Council framed under Regulation 59 of Central Council of Homeopathy (General) Regulations.

That the charge sheet had already been served upon the complainant and inquiry process was going on. In the meanwhile, reference was made before this Hon'ble Tribunal on the question of continuous suspension of the complainant. Therefore, after Completion of inquiry, when all the charges (except one) were proved, appropriate action was taken against the complainant as deemed fit as per Rules and the penalty of compulsory retirement from service in Central Council of Homeopathy has been imposed upon the complainant w.e.f. 19th October, 2000.

That it is worth mentioning that the complainant has not challenged his compulsory retirement till date and has not filed any appeal to the President or the appropriate authority of the Central Council or has not even approached the Court against the same but the complainant has raised absolutely baseless and irrelevant issues which are not connected with his grievances.

That the complainant has already received full and final payment of his CPF, leave encasement, gratuity and all his other dues.

That the prayers of the above complaint are not fit to be granted in the interest of justice. Even otherwise this Hon'ble Tribunal cannot go beyond the short point of reference before it.

Heard arguments from both the sides and perused the papers on the record.

The workman applicant has filed this complaint u/s 33 (1) (b) of the ID Act, This complaint is connected with ID No. 13/99. In ID No.13/99 Central Government has referred the following points for adjudication.

> "Whether the demand made by the Indian Systems of Medicine and Homoeopathy Council's Employees Association against the continuous suspension of Shri Vijay Singh, by the management of Central Council for Homoeopathy as contained in the application dated 06.05.1997 is legal and justified. If so, to what relief the workman is entitled."

Both the parties have led evidence in ID No. 13/99. This complaint is to be decided in the light of evidence of the parties.

It was submitted from the side of the workman that while references u/s 10(1) (d) of the ID Act. Regarding his continuous suspension was pending he has been compulsorily retired by the management. My attention was drawn from the side of the workman to Section 33 (1)(b). The Section is extracted for ready reference:

"33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings - (1) During the pendency of any conciliation

proceeding before a conciliation officer or a Board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Industrial Tribunal in respect of an industrial dispute, no employer shall —

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending."

It was further submitted that in view of the express stipulation the employer cannot discharge or punish either by dismissal or otherwise any workman concerned in such dispute save with the express permission in writing of the authority before which the proceeding is pending. The postulates of the section are quite express. In plain words the management has been ordered not to take any punitive action against the workman in regard to any matter connected with the dispute. The management has obviously passed the order of compulsory retirement on 19.10.2000 without seeking any approval from the authority before which the proceeding is pending. The proceeding regarding continuous suspension was pending before this Tribunal/Court. It was mandatory for the management to seek permission of this court before passing punitive order of compulsory retirement on 19.10.2000.

It was further submitted from the side of the workman that ID No. 13/99 was pending before this court and the management has appeared on 08.02.1999 so the management should have sought permission from the court for passing punitive order of compulsory retirement. The management has not filed any application for seeking permission for taking disciplinary action while pendency of the pending dispute.

It was further submitted from the side of the workman that Section 33 is of mandatory nature. It has been specifically provided in Section 33 that no employer shall discharge or punish any workman concerned in such dispute save with the express permission in writing of the authority before which the proceeding is pending.

It is admitted to both the parties that the order of compulsory retirement was passed on 19.10.2000 while pendency of the reference in ID No. 13/99 in this court and the management was in the knowledge of this case as the management appeared on 08.02.1999.

It was further submitted from the side of the workman that the management has moved an application for treating the reference infructuous as the reference is regarding validity of continuous suspension and the management has passed order of compulsory retirement. This application of the management proves the fact that the management has passed order dated 19.10.2000 without complying with the mandatory provisions of Section 33 (1) of the ID Act.

It was further submitted from the side of the workman that this court lacks jurisdiction to decide the complaint u/s 33 of the ID Act, as the same is not referred to this court by the appropriate government. This contention of the management is not sustainable in view of Section 33 A of the ID Act.

Section 33 A of the ID Act is reproduced hereunder for ready reference: —

33A. Special provision for adjudication as to whether conditions of service, etc., changed during pendency of proceeding —Where an employer contravenes the provisions of Section 33 during the pendency of proceedings before a conciliation officer, Board, an arbitrator, Labour Court, Tribunal or National Industrial Tribunal any employee aggrieved by such contravention, may make a complaint in writing, in the prescribed manner,—

(a) to such conciliation officer or Board, and the conciliation officer or Board shall take, such complaint into account in mediating in, and promoting the settlement of, such industrial dispute; and

(b). to such arbitrator, Labour Court, Tribunal or National Tribunal and on receipt of such complaint, the arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit his or its award to the appropriate government and the provisions of this Act shall apply accordingly.

It has been provided in Section 33 A that in case the employer contravenes the provisions of Section 33 during the pendency of proceedings before the Labour Court or Tribunal the workman may make a complaint in writing and the Court/Tribunal shall take such complaint into account and shall adjudicate upon the complaint as it were a dispute referred to or pending before it in accordance with the provisions of this Act and shall submit his or its award to the appropriate government and the provisions of this Act shall apply accordingly.

There appears to be no merit in the contention of the management that this Court/Tribunal lacks inherent jurisdiction to decide the complaint u/s 33 A of the ID Act for contravention of Section 33.

It was submitted from the side of the workman that Section 33 (a) (b) provides that the complaint shall be adjudicated upon by the Tribunal/Court as if it were a dispute referred to in accordance with the provisions of the ID Act and an award is to be submitted to the appropriate government and the provision of this Act shall apply accordingly.

It was submitted from the side of the workman that it is mandatory for this court to decide this complaint as a reference or dispute referred to this court. No fresh reference is required. In other words Section 33 (a) (b) expressly provides that the complaint shall be deemed to be a dispute referred to for adjudication and the Court/Tribunal is bound to sent award to the appropriate government and all the provision of the ID Act will apply.

It was further submitted from the side of the management that there is no reference of the Central Government and this court can adjudicate any matter referred to it by the appropriate government. This contention of the management is devoid of any merit. The complaint is to be treated as a dispute referred to by the appropriate government and an award is to be sent to the appropriate government. This provision is also mandatory, as it has been stipulated that the court shall adjudicate upon the complaint as if it were a dispute referred to.

In the circumstances it is quite obvious that the reference in ID No.13/99 is pending before this Court/ Tribunal and while pendency of the dispute the management has passed the order of compulsory retirement from 19.10.2000. It is also admitted case that the management has not filed any application seeking permission of this Tribunal/Court for taking punitive action against the workman. It is also admitted that no application is pending for approval of the order passed by the management on 19.10.2000. The management has deliberately acted in contravention of the provisions of Section 33 of the ID Act.

It was further submitted from the side of the workman that Section 31 of the ID Act provides penalty for contravention of the provision of Section 33. Section 31 is reproduced as hereunder :—

31. Penalty for other offences.—(1) Any employer who contravenes the provisions of section 33 shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

(2) whoever contravenes any of the provisions of this Act or any rule made thereunder shall, if no other penalty is elsewhere provided by or under this Act for such contravention, be punishable with the fine which may extend to one hundred rupees.

Section 31 of the ID Act prescribes punishment in contravention of the provision of Section 33. The management has categorically contravened the provisions of Section 33 of the ID Act.

The workman has filed application to be sent to the complainant authority for punishment.

Section 34 of the ID Act provides that any court will take cognizance of any offence punishable under this Act on complaint made by or under the authority of the appropriate government.

It has been held in 1994 LLR 550 Bombay that if approval is not granted the order of dismissal or discharge shall not be operative and the employee concerned shall be deemed to be in service. According to the law cited above if permission is not sought and granted the order of punishment shall not be operative and the employee concerned shall be deemed to be in service.

It was further submitted from the side of the respondent that the respondents are not an Industry. The CCH is not an educational scientific research or training institute. It is purely a statutory body and has no role in conducting education, teaching, research and training. It is statutory body constituted in December, 1974 under the Act of Parliament namely Homoeopathy Central Council Act, 1973 by the Government of India for maintenance of Central Register of Homoeopathy and for matters connected therewith. It is an advisory body of the Government of India in the field of Homoeopathy and it is not engaged in any activity of production, supply or distribution of material goods and service. Hence it does not come under the purview of the Industrial Disputes Act and the provisions of the ID Act are not applicable on it. It functions like similar other institution just as Central Agricultural Research Institute. Physical Research Laboratory, State Farm Corporation. The Hon'ble Supreme Court in 1998 Lab IC 1490 held that Central Agricultural Institute is not an Industry. In 1997 II LLJ 625 the Hon'ble Supreme Court has held that Physical Research Laboratory is not an Industry.

It has been further held by the Madras High Court that State Farms Corporation is not an Industry. It has been held in (1996) 2 SCC 293 that the Government Department is not an Industry.

The substantial question is whether the CCH is an Industry or not. The CCS is a body corporate. It carries on systematic activities. It maintains the Central Register of Homeopathy for matters connected therewith so the CCH carries on systematic activity. It is an advisory body of the Government of India in the field of Homoeopathy, It is true that the CCH does not carry activity of production, supply distribution of the material goods and service. It is an Industry in view of the decision of the Apex Court in Bangalore Water Supply. It has been held in this case.

It was submitted from the side of the workman that failure to seek express provision of the Court or Tribunal before which the proceeding is pending renders dismissal or punishment etc. inoperative from the date it was passed an employee becomes entitled to wages from the date of dismissal or punishment. In 2004 2 AIR SCW 249 it has been held that it is immaterial that section 31 provides remedy by any employer in contravention of section 33. The order of discharge dismissal or any punishment becomes inoperative or invalid and the employee is entitled to reinstatement.

Section 31(b) expressly provide that the service conditions cannot be altered say with the expressed provision in writing of the authority before which the proceeding is pending in regard to any matter connected with the dispute. ID No.13/99 is pending and it is about continuous suspension. The workman was compulsorily retired so the matter is connected with the dispute. The employer has altered that the prejudice of the workman by pendency of dispute regarding the same matter. So order dated 19.10.2000 is inoperative. It may have been passed by way of victimization or unfair labour practice. Such an action cannot become a bonafide action until permission is taken from this Tribunal.

It was submitted from the side of the workman that remedy under section 31 of the ID Act is independent and in addition to the reinstatement of the punished employee. In case order dated 19.10.2000 is inoperative and ineffective

as prior expressed permission has not been sought, the employee is entitled to reinstatement with full back wages from the date of the punitive order.

It was further submitted from the side of the respondent/management that it is not an industry. The definition of an Industry has been incorporated in Act No. 46 of 1982 has not been enforced. Section 2 (J) provides that any undertaking engaged in calling the services of employers is an industry. In the amended definition incorporated in Act No. 46 of 1982 agricultural operation, hospitals and dispensary, educational scientific research or training institute has not been included "under the purview of industry. The respondent/management is not engaged in agricultural operation or hospital or dispensary. It is not an educational scientific or research institute. It is concerned with the registration of Directorate of Homoeopathy and it advices the Government on the problems of Homoeopathy. So it is not a research institute and it is not also a hospital or dispensary or educational or scientific institute. It has been held in II LLJ 1997 page 625 that the amended definition has not been enforced. An undertaking engaged in research in Space Science has not been held an industry.

It was submitted from the side of the workman that the judgment of the Constitution Bench (1978) 3 SCR 207 still holds the field so far as definition of section 2(J) of ID is concerned. The Hon'ble Apex Court in that judgment has laid down triple tests and in the light of these tests it is to be ascertained whether the respondent management is an Industry or not.

It has been held in Bangalore Water Supply that in an Industry there should be systematic activity and it should be organized by cooperation between the employer and the employees and it should be for production and/or distribution of goods and service calculated to satisfy human wants and wishes. It has been held that absence of profit motive or gainful objective is irrelevant. The true focus is functional and the decessive test is the nature of the activity with special emphasis on the employer and employee relations. If an organization is carrying on trade and business, it is not beyond the purview of Industry activities.

If the triple tests as laid down by the Constitution Bench Judgment is applied in this case the respondent management is obviously an Industry. The workman was appointed as Steno and he performed services for a pretty long time. There was employer and employee relationship between the workman and the management. The respondent carries on systematic activity in the field of Homeopathy. There is an organization of 37 employees and they are acting in cooperation with each other. The respondent management is an employer and the workman is an employee. There is direct relationship of employer and employee. The respondent management is not engaged in production or distribution of goods but it carries on the activity of distribution of services. It provides service to the Central Government as has been stated in the written statement.

It has been held in this case that absence of profit motive or gainful objective is irrelevant. It implies that if an undertaking is not entrusted with production and supply of goods but it is carryig on some sort of activities and it is rendering services to the Government, it is an Industry. All the triple tests laid down by the Hon'ble Apex Court judgment are fulfilled. The respondent management is Central Council of Homeopathy. It maintains register and it advices the Government on the subject of Homoeopathy. It has enrolled 37 employees. It is carrying on systematic activities with these employees as such there is employer and employee relationship and the decisive test is the nature of activity. An undertaking which carries philanthropy activities is also an Industry. Manufacture of goods, supply of goods, trade and business for means of profit are irrelevant for an undertaking to be an Industry. The respondent management in view of the criteria laid down by the Hon'ble Apex Court judgment is an Industry. Its employees are workmen. They are not discharging sovereign function or the function of Police. They are not holding Civil Posts directly under the Government. Such employees are industrial workmen. The law cited by the respondent management is not applicable in the facts and circumstances of the present case. It is held that the respondent management is very much an Industry.

As held above the management has acted in contravention of Section 33 (1) (b) of the ID Act. The order is in operative and ineffective. Inevitable consequence is that the workman will be deemed still in service in the eye of law.

Submissions were made regarding the mention of proper section of the ID Act and proper format of the complaint. The crux is that the workman has been punished and his service condition has been altered during the pendency of the dispute. Section 33 of the ID Act comes into operation.

It is also established that the respondent is not an industry. It is also held that the order of compulsory retirement was passed on 19.10.2000 while pendency of the dispute regarding the validity of suspension. While pendency of the dispute the respondent in utter breach of Section 33 (1) (b) has passed order of compulsory retirement dated 19.10.2000. The order is illegal, malafide and in-operative in the eyes of law.

It is held that the respondent has committed breach of Section 33 of the ID Act and it is punishable under sEction 31 of the said Act.

The workman deserves to be reinstated with full back wages from the date of order of compulsory retirement i.e. 19.10.2000. The management is directed to reinstate the workman and pay him arrears of his entire wages w.e.f. 19.10.2000 within one month from the date of publication of the award.

Award is given accordingly.

R. N. RAI, Presiding Officer

Dated: 15.05.2006

नई दिल्ली, 22 मई, 2006

का.आ. 2346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या Comp. 2/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2006 को प्राप्त हुआ था।

[सं. एल- 20012/47/99-आई आर (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2006

S.O. 2346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. Comp. 2/2002) of the Central Government Industrial Tribunal/ Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 19-5-2006.

[No. L-20012/47/99-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT (NO-I), DHANBAD

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947 arising out of reference case No. 122/99

COMPLAINT NO. 2 OF 2002

PARTIES:

Shri Ganesh Bhuia, Govindpur Colliery of M/s. BCCL
— Complainant

Vs.

1. The Project Officer, Govindpur Colliery of M/s. BCCL
2. The Director (Personnel), Koyala Bhawan, M/s. BCCL

PRESENT:

SHRI SARJU PRASAD, Presiding Officer

APPEARANCES:

For the Complainant : Shri S. N. Goswami, Adv.
For the Opp-Party : Shri D. K. Verma, Adv.
State : Jharkhand Industry : Coal
Dated, 3-5-2006

AWARD

This complaint was filed by Sri Ganesh Bhuia under Section 33A of the Industrial Disputes Act, 1947 alledging that during the pendency of the proceedings an Industrial disputes vide reference case No. 122/99 pending in this Tribunal, the opposite party have been guilty of contravention of the provisions of Section 33 of Industrial Disputes Act, 1947. Today, a petition has been filed on behalf of the complaintant stating therein that the complainant may be permitted to withdraw the complaint, which has been allowed.

In the result I render a NO DISPUTE AWARD.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 163/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2006 को प्राप्त हुआ था।

सं. एल-20012/179/2001-आई आर (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2006

S.O. 2347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 163/ 2001) of the Central Government Industrial Tribunal/ Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 19-5-2006.

[No. L-20012/179/2001-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT (NO-I), DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial Disputes Act, 1947

REFERENCE NO. 163 OF 2001

PARTIES:

Employers in relation to the management of Sudamdih Coal Washery of M/s. BCCL

And

Their workman

PRESENT:

Shri SARJU PRASAD, Presiding Officer

APPEARANCES:

For the Employers : Shri D. K. Verma, Adv.
For the Workman : None.
State : Jharkhand Industry : Coal

Dated 3-5-2006

AWARD

By order No. L-20012/179/2001/IR(C-I), dated 11-7-2001 the Central Government in the Ministry of Labour

has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

"क्या भारत कोकिंग कोल लि. सुदामडीह कोल वाशियरी के प्रबंध तंत्र द्वारा श्री राधे गोप की आयु 22-8-78 को 28 वर्ष न मानते हुए उन्हें दिनांक 1-6-2000 से सेवा निवृत किया जाना उचित एवं न्याय संगत है । यदि नहीं, तो कर्मकार किस राहत का पात्र है ।"

2. This case has been referred by order dated, 11-7-2001 and has been registered in this Tribunal as reference case on 9-8-2001 but till date no Written statement has been filed on behalf of sponsoring union i.e. R.C.M.S. Sri N.G. Arun an office bearer of R.C.M.S. union was also informed besides notices were sent by Registered post. But no one had turned up from the side of sponsoring union nor has filed any written statement. The case is pending for more than 4 and 1/2 years without any response from sponsoring union or the concerned workmen.

Therefore, they are not at all interested to contest the case.

In the result I render a No Dispute Award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 80/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2006 को प्राप्त हुआ था।

[सं. एल- 20012/543/98-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2006

S.O. 2348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 19-5-2006.

[No. L-20012/543/98-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT (No-I), DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial disputes Act, 1947

REFERENCE No. 80 of 1999

PARTIES :

Employers in relation to the management of Western Jharia Area of M/s. BCCL

And

Their workman.

PRESENT :

Shri SARJU PRASAD, Presiding Officer

APPEARANCES :

For the Employers : Shri H. Nath, Adv.

For the Workman : Shri D. Mukherjee, Adv.

State : Jharkhand Industry : Coal

Dated 4-5-2006

AWARD

By order No. L.20012/543/98(C-I), dated, 17-5-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

"क्या झरिया क्षेत्र, मैसर्ज ईसीसीएल के प्रबंधतंत्र द्वारा श्री शिबु तेली को विशेष चिकित्सा बोर्ड के समक्ष आयु निर्धारण के लिए भेजा जाना, संभावित अशक्तता के कारण, जबकि उनकी आयु 4-5-81 को 26 वर्ष दर्ज है, उचित एवं न्याय संगत है? यदि नहीं तो कर्मकार किस राहत का पात्र है। "

2. A petition has been filed, signed by the Shibu Teli and identified by Sri K. Chakravarty, Adv. stating therein that he is not interested to contest this case. Therefore, he may be permitted to withdraw the case.

In this reference case both parties have been allowed to adduced evidence and produced documents. From Form-B Register is appears that the age of the concerned workman has been mentioned as 44 years. On the basis of age assessment by special Medical Board on 7-7-88. The documents relating to age assessment has brought on record.

Since, the conerned workman does not want to proceed with the case. I render No Dispute Award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2349.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 133/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2006 को प्राप्त हुआ था।

[सं. एल-20012/479/99-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2006

S.O. 2349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 19-5-2006.

[No. L-20012/479/99-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. I), DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial Disputes Act, 1947

Reference No. 133 of 2000

PARTIES

Employers in relation to the management of Block-II Area of BCCL

AND

Their workman.

PRESENT

Shri Sarju Prasad, Presiding Officer

APPEARANCES :

For the Employers : Shri S.N. Sinha, Adv.

For the Workman : Shri B.N. Singh, Adv.

State : Jharkhand Industry : Coal

Dated 4-5-2006

AWARD

By order No. L.20012/479/99-IR(C-I), dated, 28-2-2000, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

"क्या बी.सी.सी.एल., ब्लाक-II क्षेत्र के प्रबंधतंत्र द्वारा श्री फटीक लाल मैशीनिस्ट कैट VI को ई.पी. मैशनिस्ट कैट सी के पद पर पदोन्नत किया जाना औ. लि. अधि. की धारा का उल्लंघन है? यदि हाँ तो कर्मकार किस राहत के पात्र है तथा किस तारीख से ?"

The representative of the sponsoring union Sri B. N. Singh has submitted that the workman is not interested to contest the case now. Hence, no dispute Award may be passed.

Since, the concerned workman do not want to contest the case. There is no dispute.

In the result, I render a no dispute Award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का.आ. 2350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 56/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2006 को प्राप्त हुआ था।

[सं. एल-20012/412/99-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2006

S.O. 2350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 19-5-2006.

[No. L-20012/412/99-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. I), DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial Disputes Act, 1947

Reference No. 56 of 2000

PARTIES

Employers in relation to the management of Katras Area of M/s. BCCL

AND

Their workman.

PRESENT

Shri Sarju Prasad, Presiding Officer

APPEARANCES :

For the Employers : Shri D.K. Verma, Adv.

For the Workman : Shri N.G.Arun, Secretary, R.C.M.S. Dhanbad.

State : Jharkhand Industry : Coal

Dated 12 April, 2006

AWARD

By order No. L. 20012/412/19/IR(C-I), dated 21-1-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

"क्या बी.सी.सी.एल., कलास क्षेत्र के प्रबंधतंत्र द्वारा श्री प्रताप राय, कर्मकार को जन्म तारीख निर्धारण के लिए आयु निर्धारण समिति/चिकित्सा बोर्ड को न भेजा जाना न्यायोचित है? यदि नहीं तो कर्मकार किस राहत का पात्र है? "

2. The case of the sponsoring union is that Sri Pratap Roy, the concerned workmen has been appointed as Mining Apprentice on 3-3-1962. By erstwhile owner of East Katras Colliery Company (Pvt.) Ltd. He has been permanently absorbed in the roll of the company on 1-11-1965. Further, according to him he had appeared in Bihar School Examination Board in the year 1957 but he could not get success. As per the Admit Card issued by the Bihar School Examination Board the date of birth of the concerned workman is 6-7-1943. Further, as per Mining Sirdar Certificate his date of birth is 6-7-1943. Therefore, according to the guidelines of J.B.C.C.I., his date of birth in the Service record of the concerned workman should have been treated as 6-7-1943 and he should have been allowed to be in employment till July, 2003. But the concerned workman has been superannuated on the basis of date of birth in Form-B Register, w.e.f. 1-7-2000. Further, according to the concerned workman the management did not pay heed to the request of the concerned workman for correcting his date of birth, therefore, the present dispute raised. The case of the management is that the reference is not maintainable either in law or in fact and the action of the management is perfectly justified. It is admitted by the management that the concerned workman was appointed on 1-11-1965 and since then he is working as Attendance Clerk in East Katras Colliery. According to the management the date of birth of the concerned workman has been recorded as 1-7-1940 in all the statutory records of the Colliery and this has been accepted by the workman himself, by putting his signature. The concerned workman has obtuted Mining Sirdarship Certificate on 23-2-77 after 12 years of his appointment in which he got his date of birth recorded as 6-7-1943. Which is of no help to him under J.B.C.C.I. instructions No. 76. This was got recorded by him due to some ulterior motive after 12 years of appointment. Further, according to the management the concerned workman has also filed a writ application in Ranchi Bench of Patna High Court which has been registered as C.W.J.C. No. 955/00 (R).

The management in order to justify its action has brought on record in Form -B. Register, Ex-M (I) in which the date of birth of the concerned workmen has been mentioned as 1-7-79 in which the photograph of the concerned workman has been affixed and he has put his signature, also.This Form-B. Register is being maintained according to the provisions of Section 48 of the Mining Act and is a statutory register. The concerned workman was working as attendance clerk and has put his signature against the entries made in Form-B. Register and as per the entries made in Form-B. Register the concerned workman has been superannuated w.e.f. 1-7-2000.The management has also filed the letter of the management addressed to Regional Commissioner, Coal Mines Provident fund by which the request has been made to make payment of the provident fund deposits of the concerned workman. The concerned workman has himself given prescribed proforma duly filled up admitting his superannuation on 30-6-2000, and his date of birth as 1-7-1940. The concerned workmen has also filled up family particulars in Form-P.S.-3 in which he has mentioned his date of birth as 1-7-1940. This is Ext. M-3 Application for different benefits Form-P.S.-6 (Ext-4.) also he has mentioned the same date of birth i.e. 1-7-1940. In descriptive roll also he has mentioned his date of birth as 1-7-1940. He stated in his evidence that all these entireis have been made by him, at the instance of the management. But this explanation does not appear to be plausible specially when he is litigating vigously. Thus, it appears that in all the statutory registers of the company the concerned workman has mentioned his date of birth as 1-7-1940 but it appears that after 12 years of service he has passed Mining Sirdarship Examination in which for the first time he got his age recorded as 6-7-1943. As per J.B.C.C.I. instructions No. 76 the date of birth recorded in Mining Sirdarship Certificate obtained prior to the date of appointment or certificate obtained on the basis of date of birth being authenticated by the employer has to be considered by the management. But the concerned workman has not obtained the certificate of the Mining Sirdarship prior to his date of appointment or his application was duly forwarded by the management by authenticating his date of birth. Therefore the management is not obliged to consider such date of birth recorded in the Mining Sirdarship Certificate, at the instance of the concerned workman.

The concerned workman has stated that he has appeared in Bihar Secondary School Examination Board in the year 1957 but he has not filed in original copy of the Admit Card nor he has filed school leaving certificate in proof of age, nor School Admission Register has been brought on record. Therefore, I find that concerned workman has rightly been superannuated on the basis of entries made in Form-B. Register of the company. As per J.B.C.C.I. instructions a workman is to be referred to Apex Medical Board only when there is descrepancies or variation in recording of his date of birth in different Statutory Register of the employer. But in this case there is absolutely none.

Each workman get Identity Card in which there is recording of the date of birth which remain in the custody of the workman. Similarly, in the year 1987 as per J.B.C.C.I. instruction service excerpt were issued to all the workman of B.C.C.L. in which date of birth of the workman was mentioned. This was done in order to file an objection if there is any discrepancy in the matter of recording of date of birth or any other particular but the concerned workman has not filed either Identity Card or service exerpt nor he has filed any objection regarding the date of birth in 1987. He raised the present dispute in the fag end of service. Therefore, on the overall consideration of the materials he is not entitle for any relief.

In the result I render the following.

AWARD

The action of the management of Katras Area of M/s. B.C.C.L. in not referring the concerned workman Pratap Roy to Apex Medical Board for determination of his age/ date of birth is justified and the concerned workman is not entitle to any relief.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 22 मई, 2006

का. आ. 2351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद I के पंचाट (संदर्भ संख्या 65/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-5-2006 को प्राप्त हुआ था।

[सं. एल-20012/265/93-आई आर (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2006

S.O. 2351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/94) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workmen, which was received by the Central Government on 19-5-2006.

[No. L-20012/265/93-IR (C-I)]
S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act.

Reference No. 65 of 1994

PARTIES

Employers in relation to the management of N.K. Area of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT

Shri Sarju Prasad, Presiding Officer

APPEARANCES:

For the Employers : Shri D.K. Verma, Advocate

For the Workman : Shri C. Prasad, Advocate & Shri P.N. Giri, Advocate

State : Jharkhand Industry : Coal

Dated, the 5th May, 2206

AWARD

By order No. L-20012/265/93-I.R. (Coal-I) dated 24-3-1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

> "Whether the action of the General Manager (NK) of M/s. Central Coalfields Ltd. P.O. Dakra, District Ranchi is justified in dismissing the services of the workman, Shri Nizamuddin Ansari, Security Guard w.e.f. 19-8-91 ? If not, to what relief the workman is entitled ?"

2. The case of the concerned workman is that he was working as Security Guard at the Regional Store (NK), Dakra of M/s. C.C. Ltd. He was doing his duty honestly and sincerely. But a chargesheet was issued to him which is dated 3/7-8-89 and was put under suspension. The management had also instituted a police case against the concerned workman alleging an attempt to commit theft in the Regional Stores, Dakra. The concerned workman submitted his reply and made prayer to say the departmental proceeding till the disposal of the criminal case, but the management conducted departmental proceeding violating the principles of natural justice. The concerned workman was not afforded any opportunity to defend himself or to produce witnesses in his support and to cross-examine the management's witnesses. The enquiry officer did not explain the recording of the evidence to the concerned workman and took his signature on some papers. The Enquiry Officer conducted the enquiry with partiality and he was totally biased against the concerned workman.

According to the concerned workman in criminal case instituted by the management he was acquitted from all the charges levelled against him. The concerned workman informed the management about his acquittal from criminal case, but the management took the revanging attitude and dismissed him from his service. The concerned workman made representation for his reinstatement to the higher authorities but they did not consider his request. Therefore, he raised the present dispute. The claim of the concerned workman is for reinstatement in service with full back wages and other consequential benefits.

3. The case of the management is that the concerned workman was a Security Guard in Regional Stores, Dakra. In the night of 20/21-7-1989 patra Shamad, Dasrath Dusadh, Ramjit Singh and Masiah Munda were posted to guard the Regional Store from 12 midnight of 20-8-89 till 8 a.m. of 21-7-89. At about 1-15 a.m. on 21-7-89 one of the Security Guards, Ramjit Singh observed that one thief with Khaki dress was present inside the Regional Store near the Receipt Section for the purpose of stealing away store materials from the Regional Store. He whispered the matter to other fellow guards and all of them got ready with the weapons to chase him and to catch him. They observed minutely that the concerned workman, Nizamuddin was among the thieves with four more persons. Ramjit Singh rushed to the place where telephone was available and gave a ring to the Security Department posted at the G.M.

Office. Then R.K. Singh, Hawldar came to the place with Security Guards of G.M. Office. By that time the thieves fled away. It transpired that thieves had entered within the campus of the Regional Store by crossing the boundary wall and had dismantaled about 10-12 bricks for facilitating for their entry into the campus of the Regional Store for the purpose of committing theft. The presence of the concerned workman, Nizamuddin, Ansari was established by all the four Security Guards on Duty. Patras Shamad submitted and First Information Report to the Police and narrated the entire story to the Security Officer, who in his term reported the matter to the competent authority and a chargesheet dated 3/7-8-1989 was issued to the concerned workman and was put under suspension. The concerned workman replied to the chargesheet which was not found satisfactory. Therefore, a departmental enquiry was instituted and a fair and proper departmental enquiry was held in which the concerned workman was found guilty and accordingly, considering the seriousness of the charge of misconduct the concerned workman was dismissed from service. According to the management, the criminal court has acquitted the concerned workman because the prosecution did not produce any evidence.

4. The fairness and propriety of the domestic enquiry was decided as preliminary issue after filling of the proceedings of the enquiry. The learned Advocate for the concerned workman has conceded that the domestic enquiry was fair and proper and by order dated 4-8-95 the domestic enquiry has been held to be fair and proper and the matter was fixed for argument on merit.

5. Since the domestic enquiry has been held to be fair and proper, now the scope of the present reference is to consider whether the finding of the Enquiry Oficer holding the concerned workman guilty is jusified and if so whether the punishment is disproportionate to the misconduct committed by the concerned workman.

6. From the proceeding of the domestic enquiry it appears that the management has brought on record a copy of the chargesheet which was issued to the concerned workman alleging that he had attempted to commit theft on the night of occurrance in the Regional store (NK), Dakra. The concerned workman in reply, has denied the same and he has pleaded that he has been falsely implicated by the fellow guards because they were not happy disposed of towards him. During the course of enquiry it appears that the management has examined Patra Shamad, one of the Security Guard, who has claimed that on the night of occurrence it was raining. Therefore, when there was excessive rain they had taken shelter on the Varandah, but at about 1.15 a.m. Ramjit Singh, Security Guard went out to attend call of nature. This witness also went to attend call of nature about 5-7 minutes later. Then he noticed that there is a man in the Western corner of Receive shed who was wearing dress. Thereafter he came to the place where his other fellow guards were and said that thieves had entered into the campus. Thereafter all of them went near the gate of the office and from there they noticed that one more peson is near the Mohua tree. They thought only two thieves, so they went with lathi, but the moment they proceeded they saw five more thieves, then they returned back and locked the chain gate and from there they identified that one of the thief was the concerned workman, Nizamuddin Ansari who is working as Security Guard in the Regional Store itself. Thereafter Ramjit Singh informed the G.M. on telephone and Security party came from G.M. Office then they opened the clain gate, by that time thieves had fled away.

The second witness is Dasrath Dusdh, another Security Guard. He has narrated the same story. But he has said that there were seven docoits who were on dress and two were having guns in their hands. He said that all the Security Guards on duty had seen the concerned workman, Nizamuddin Ansari from a distance of about 70 Yards. He has clarified that he did not identify the concerned workman by his face. He had identified him only by his pose and posture. This witness is not a very much confident that it was the concerned workman, Nizamuddin Ansari only and therefore he has said that the man who they identified the concerned workman as looked like him. Similar is the evidence of Masiah Munda who has claimed that he has seen the concerned workman from a distance of 70 to 75 yards, although the place where Nizamuddin was sitting was lighted with halogen light. In cross-examination he has said that he identified the concerned workman when he was retreating by his pose and posture. Patra Shamad has also in cross-examination stated that he identified hum by his pose and posture while he was retreating. Another Security Guard, Ramjit Singh has claimed that to have identified him by his pose and posture.

The management's witnesses have admitted that all the thieves had concealed their face by wrapping clothes round their face. Thus from the evidence of the management's witness it appears that they have claimed to have identified the concerned workman by seeing his pose and posture from a distance of about 70 yards i.e. 210 feet in the night at 1.15 a.m. Therefore, a reasonable doubt appears whether a person can definitely identify from such a distance or there is likelihood of any mistake in such identification. In the night visiblity is vey poor and a person cannot definitely identify another person from a distance of about 200 feet even is such person is known to him specially when he is not in a position to see his face because of the fact that such person had concealed his face. Therefore, I find that the finding of the Enquiry Officer holding the concerned workman guilty is surrounded by reasonable suspecion and doubt regarding the corret identification of the concerned workman at the time and place of occurrence. The concerned workman has taken a plea that his co-Security Guards while were on duty were taking wine inside the campus of the Regional Store and

were seen with outsider in which he had made objection, that is why he has been falsely implicated by hatching conspiracy.

7. From the discussions made above, I find that the finding of the Enquiry Officer does not appear to be justified and on such finding the concerned workman should not have been dismissed from service. There is a chance of mistaken identification. Therefore, in my opinion, the dismissal of the concerned workman cannot be sustained and he should be reinstated in service with atleast 50% back wages.

8. In the result, I render the following award :

The action of the management of M/s. C.C. Ltd. in dismissing the concerned workman from service w.e.f. 19-8-1991 is not justified and he is entitled to be reinstated into service with 50% back wages and continuity of service. The management is directed to implement the award within 30 days from the date of publication of the award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 23 मई, 2006

का. आ. 2352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 28/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2006 को प्राप्त हुआ था।

[सं. एल-22012/95/2004-आई आर (सीएम-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 23rd May, 2006

S.O. 2352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India and their workmen which was received by the Central Government on 23-5-2006.

[No. L-22012/95/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-28/2005

Reference No. L-22012/95/2004-IR(CM-II)

The President,
FCI (Handling) Workers' Union,
8654, Arakashan Road, Paharganj,
New Delhi ... Applicant-Union

Versus

1. The Sr. Regional Manager,
Food Corporation of India,
Nehru Place, Jaipur.

2. Sh. Ramesh Kumar Punia,
S/o Sh. Gobardhan,
Vill. Sontali, Titanward,
Jhunjhunu ... Non-applicants

PRESENT

Presiding Officer	:	Sh. R.C. Sharma
For the Applicant	:	Sh. Lekhranji
For the non-applicants	:	Sh. Vinod Goyal, Sh. Deepak Sharma
Date of award	:	28-4-2006

AWARD

The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 & 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :

> "Whether the action of Shri Ramesh Kumar Punia, contractor of FCI in not providing employment to Shri Prabhu Ram & 25 others amounts to illegal retrenchment under Section 2(oo) of the I.D. Act, 1947 and if so, whether the FCI management or the present contractor is liable for payment of compensation under provisions of I.D. Act, 1947 before their retrenchment ? And "Whether the concerned workmen are entitled to the benefits under Section 25-FF and 25-H of the I.D. Act ?"

2. The applicant-union has pleaded in its claim statement that the Food Corporation of India (for short, the FCI) is having its own food storage godown at Jhunjhunu and the work of loading, unloading, stacking, etc. is carried out by the FCI deploying the contractors' labourers and the contractor is changed after every two years, but the workers are constantly and continuously discharging their duties. Such workers are 26 in number, who are the concerned workmen in this case and have been named at the list Anexure I. It is further stated that the FCI executed a contract in the month of February, 2003 to M/s. Ramesh Kumar Punia, who in connivance with the FCI suddenly stopped of taking the workmen in question, who were working with the FCI for the last decade. The union has contended that if the management of undertaking is transferred to new employer, every workman who is in continuous service for not less than one year in that undertaking before such transfer is entitled for notice and compensation in accordance with the provisions of the I.D. Act. It is further alleged that non-applicant no. 2 has not complied with the conditions under Section 25-FF and Section 25-F of the Act.

3. The union has put forth a plea that the so-called contractor was mere camouflage which concealed real relationship of employer and employee. The union has also claimed that the workmen are entitled to the employed in view of Section 25-H of the Act which has not been observed by the FCI.

4. The non-applicant no. 1 in his written-counter disputing the claim of the union has averred that the workmen cannot seek any relief from him and that the FCI invited tenders for doing the work in question and on considering the tenders, the tender of non-applicant no. 2 was found as lowest and the work was allotted to him accordingly w.e.f. 20-3-2003. He has further stated that all the labourers are engaged by the contractor and the FCI has no role to play in engaging the labourers and that there is no relationship of master and servant between the FCI and the workers. The FCI has also clarified that the contractor is solely responsible for the remuneration of the work performed by the labourers and that no provision has been violated by it.

5. Non-applicant no. 2 Ramesh Kumar Punia has pleaded in his written-counter that a contract was awarded by non-application no. 1 to him on 20-3-2003 for a period of two years, that he was free to engage any labourer for the contract work and that the relationship of master and servant between the workers and him does not exist. He has also assailed that Sections 25-FF and 25-F of the Act are not applicable in this case. In the additional pleas he has pointed out that the workmen in question were never appointed by him.

6. In the rejoinder to the written statements filed by both the non-applicants, the applicant-union has reiterated the facts as stated in the claim statement.

7. On the pleadings of both the parties, the following points for determination were framed :

I. Whether the concerned workmen are entitled to get the compensation under the provisions of the I.D. Act from the contractor of FCI, Ramesh Kumar Punia in accordance with Section 25-FF of the Act ? BOA

II. Whether the concerned workmen are entitled for the re-employment under Section 25-H of the I.D. Act ? BOA

III. Relief, if any.

8. In the evidence, the union has examined WW-1 Chittar Mal and WW-2 Hazari Lal. On behalf of the non-applicant no. 1, the counter-affidavits of MW-1 Brijmohan Gupta, Manager, MW-2 Keshu Ram Neemal, Manager and MW-3 R.K. Gupta, Manager were placed on the record. The non-applicant no. 2 Ramesh Kumar Punia has submitted his own affidavit. All these witnesses were cross-examined by the respective opposite representative.

9. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :

Point No. I

10. The ld. representative for the union contends that the FCI is changing his contractors after two years, but the labour forces deployed through the contractors are same and continuously working for the last more than a decade. According to his submission, the FCI awarded the contract in February, 2003 to M/s. Ramesh Kumar Punia and at that time the workmen in question were working with the previous contractor, but Ramesh Kumar Punia did not employ them from whom the workmen are entitled to get the compensation under Section 25-FF of the Act. His another contention is that the functions carried out in the establishment of FCI are of regular nature, which are also performed by the workers directly appointed by the FCI in other godowns. The contracts awarded by the FCI to these contractors are sham and camouflage, which are not genuine and the ld. representative has placed his reliance on the case of Steel Authority of India Ltd. & Ors. *Vs.* National Union of Water Front Workers & Ors. delivered by the Hon'ble Apex Court. His submission is that the compensation ought to have been awarded in accordance with the provision under Section 25-F of the Act.

11. Countering these submissions, the ld. representative for the FCI submits that the FCI used to invite the tenders for carrying out the works of handling the transport and non-applicant no. 2 was entrusted with this work. According to his submission the workmen in question were never directly engaged by the FCI, that no condition was prescribed by the FCI, that no appointment letter was issued, that no salary was paid by the FCI and that no relationship of master and servant ever existed between the two. Therefore, his contention is that there is no relationship of employer and employee between the two and even the workmen have not stated that the FCI is their employer.

12. The ld. representative for the non-applicant no. 2 submits that there is no relationship of master and servant between Sh. Punia and the workmen, that the FCI awarded the contract to him and he never employed the workmen. Therefore, they cannot claim the compensation from the non-applicant no. 2. The ld. representative has also drawn my attention towards the testimony of Hazari Lal by arguing that he has admitted that he worked with Mumtaz Ali, contractor for the last time and has contended that non-applicant no. 2 in the capacity of a contractor is not bound to continue the labourers who were engaged by the previous contractor.

13. In the rejoinder, the ld. representative for the union submits that awarding the contract to one contractor from another contractor is a transfer of undertaking and ultimately it is the contractor who is liable for compensation,

who has not provided the employment to the workmen in question.

14. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

15. The ld. representative for the union has advanced two-fold contentions, firstly that the workmen in question were continuously employed by the distinct contractors, who were awarded the contracts by the FCI, but when the contract was executed in favour of non-applicant no. 2 Ramesh Kumar Punia w.e.f. 5-2-2003 till 4-2-005, the employment of the workmen was discontinued by R.K. Punia. The ld. representative, therefore, has sought to invoke the provision under Section 25-FF by contending that on transfer of management of undertaking from one employer to another employer, the workmen ought to have been continued by non-applicant no. 2 and if their services were discontinued then they are entitled to get the protection under Section 25-FF of the Act, and accordingly retrenchment compensation as required under Section 25-F of the Act ought to have been paid to the workmen. The next limb of his contention is that FCI was the principal employer of the workmen and, therefore, FCI is also liable to observe the requirements contained under Section 25-F of the Act.

16. First, I advert to the application of Section 25-FF of the Act to the controversy at hand.

17. The provision under Section 25-FF of the Act is quoted as below :

> "Compensation to workmen in case of transfer of undertakings.—Where the ownership or management of an undertaking is transferred, whether by agreement or by operation of law, from the employer in relation to that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of Section 25-F, as if the workman had been retrenched :
>
> Provided that nothing in this section shall apply to a workman in any case where there has been a change of employers by reason of the transfer, if :
>
> (a) the service of the workman has not been interrupted by such transfer;
>
> (b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer; and
>
> (c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer."

18. A bare perusal of the aforesaid provision indicates that the requirements to be fulfilled are (i) that there should be a transfer of ownership of management of the undertaking from one employer to another employer by agreement, (ii) that the undertaking should be industry within the meaning of Section 2(J), (iii) that the disputant should be a workman within the meaning of Section 2(S) and (iv) that the workman should have put in minimum one year of continuous service as per Section 25-B immediately before the transfer of ownership.

19. In the present case, there was no transfer of ownership of an undertaking by an agreement, but it was merely executing a fresh contract in favour of the another contractor on account of the minimum rates exhibited by him in the tenders for carrying out the said job. Secondly, the agency of the contractor cannot be termed as an industry as defined under Section 2(J) of the Act and since the disputants were not employed in any industry they cannot be further treated as workmen falling under Section 2(S) of the Act. It may also be pointed out that there is no clear and cogent evidence adduced on behalf of the union that these workmen have uninterruptedly worked for a continuous period of one year prior to 5-2-2003 under the earlier contractor. As such, on account of the failure of complying with any of the requisites, as stated supra, by the union, the provision under Section 25-FF of the Act cannot be attracted to the present controversy.

20. Now, I switch to the another pertinent question as to whether the workmen in question are the employees of the FCI and there exists the nexus of employer and employees between the two.

21. The ld. representative for the union has placed his reliance upon the case of Steel Authority of India. The Hon'ble Supreme Court in this case reported in **2001** (7) SCC 1 has dealt with this issue as to whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him, the principal employer and the contract labour emerges. The Hon'ble Court has observed as under :

> "Whether a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master-and-servant relationship between the principal employer and the workman. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies

workmen for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Jussainbhai case and in Indian Petrochemicals Corpn. Case etc.; if the answer is in the affirmative, the workman will be in fact an principal employee of the employer; but if the answer is in the negative, the workman will be a contract labour."

22. In **1978 Lab I.C. SC 1264,** the Hon'ble Apex Court has expressed as below :

"Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper management, that the real employer is the Management, nor the immediate contractor."

23. In **1978 Lab I.C. SC 1264,** the Hon'ble Apex Court has observed as below :

"Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for nay reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors govening employment, we discern the naked truth, though draped in different perfect paper management, that the real employer is the Management, nor the immediate contractor."

24. In the decision reported in **2004 (101) FLR SC 137,** the observation made by the Hon'ble Court are quoted as below :

"Determination of the vexed questions as to whether a contract is a contract of service or contract for service and whether the concerned employees are employees of the contractors has never been an easy task. No decision of this Court has laid down any hard and fast rule nor it is possible to do so. The question in each case has to be answered having regard to the fact involved therein. No single test be it control test, be it organization or any other test has been held to be the determinative factor for. determinative factor for determining the jural relationship of employer and employee."

25. Then the Hon'ble Court has further observed :

"The control test and the organization test, therefore, are not the only factors which can be said to decisive. With a view of elicit the answer, the Court is required to consider several factors which would have a bearing on the result : (a) who is appointing authority; (b) who is the pay master; (c) who can dismiss; (d) how long alternative service lasts; (e) the extent of control and supervision; (f) the nature of the job, e.g. whether, it is professional or skilled work; (g) nature of establisment; (h) the right to reject."

26. It is in the light of these observations made by the Hon'ble Apex Court that the points in issue under this title are to be analyzed and adjudicated.

27. Now, the pivotal question, therefore, which crops up for consideration is as to whether the relationship of employer and employees between the workmen and the Corporation existed on account of the privity of contract.

28. WW-1 Chittar mal and WW-2 Hazari Lal are two of the workmen in question who have appeared in the witness box. Their deposition is that the FCI is changing the contractors after every two years and a new contract was awarded by it in February, 2003 to M/s Ramesh Kumar Punia, who in connivance with the FCI discontinued their services. They have further stated that from 29-12-92 to 5-2-2003, they have worked with the different contractors, that the identity cards were issued in their favour by the FCI, which is the principal employer and that it had the full control on the workers as well as the payments of wages were made directly by the FCI.

29. WW-1 Chittar Mal in his cross-examination has stated from 1994 to 1996, he has worked in the employment of FCI, that the contractor had engaged him, that the payment of wages was made to him by the contractor but the payment sheet was signed on behalf of the FCI. He has also admitted that the contractor has terminated his service. It is also his admission that the workmen are employed by the contractor and that for the last time he had worked with Mumtaz Ali contractor. He, too, has admitted that FCI never terminated his service. Similarly, WW-2 Hazari Lal in his cross-examination has also admitted that for the last time he worked with Mumtaz Ali contractor, that R.K. Punia contractor had disengaged his service, that contractors used to employ him and that FCI had not issued the written appointment letter in his favour. Though he has stated that FCI had also engaged him and from December, 1994 to December, 1996 the payment of wages was made to him by the FCI, but no documentary proof thereof could be produced on behalf of the union to corroborate his testimony.

30. Thus, it is crystal clear from the testimony of the workmen that they were employed by the contractors and the payment of wages was also made to them by the

contractors. Per contra, the management evidence of MW-1 Brij Mohan Gupta, Manager, MW-2 Keshu Ram Neemal and MW-3 R.K. Gupta is that the FCI invites the tender and it accept it looking to the rates given by the contractors. On assigning the contracts, the contractors submit the work slip to the FCI, which is forwarded to the Account Section for passing the bill to the contractor and the amount is paid to the contractor for disbursing it amongst the labourers. they have categorically stated that there is no direct nexus between the FCI and labourers and the employment of the labourers is the discretion of the contractor. In the cross-examination, MW-1 has categorically stated that the payment of wages was never made by the FCI to the workmen. MW-2 Keshu Ram has pointed out that supervision over the labourers is conducted by the contractor himself and the EPF is also deducted by the contractor. He has specially stated that on behalf of the FCI, the work is assigned to the contractor. MW-3 R.K. Gupta has clearly stated in his cross-examination that the welfare amenities and first aid facilities are provided by the contractors to the workmen and that no direct payment of wages was being made by the FCI to the workmen. He has categorically denied the suggestion made on behalf of the union that the contractor only supplies the workmen to the FCI. The management witnesses could not be shaken in their cross-examination and it flows from their evidence that the FCI did not exercise the financial control over the workmen, nor it had conducted the supervision over their work.

31. Non-applicant no. 2 R.K. Punia has himself appeard in the witness box who has stated that a contract was awarded to him on 20-3-2003 for a period of two years and he was free as per the contract to engage any labour for the contract work. He has also clarified that there was no relationship of master and servant between the workmen in question and him. In the cross-examination, he has pleaded ignorance whether the workmen were continuously working for the last decade with the various contractors and has stated that he had not taken them on work from 5-2-2003. He has denied the suggestions that he is only performing the job of labour supply to the FCI and that the work was taken by the FCI officers from them. His version is that the supervision over the labourers' work is conducted by the contractor himself. It is, therefore, obvious from the testimony of R.K. Punia that a contract to carry out the work was awarded to him and it was his discretion to engage the labourers as he wishes. On the basis of his testimony it cannot be presumed that the labourers were used to be employed by the FCI and that the FCI had terminated the services of the workmen in question.

32. On behalf of the union a photocopy of the tender issued to R.K. Punia has been placed on the record, which I have carefully gone through. The terms and conditions thereof do not suggest that it was a contract for supplying the labourers to the FCI but it clearly indicates the assignment of the work to the contractor. Therefore, in the light of the aforementioned judicial pronouncements it cannot be construed as a sham agreement.

33. To conclude, the union has failed to satisfy the requirements enshrined under Section 25-FF of the Act and further has failed to establish that a nexus of employer and employees existed between the workmen in question and the FCI. Accordingly, this point is decided against the union.

Point No. II

34. The ld. representative for the union contends that the FCI was duty bound to provide the statutory benefits to the contractor's labourers and to provide the employment to the workmen in question. The ld. representative has then contended that the management may be directed to restore the services of the workmen since the FCI and the contractor have failed to comply with the provisions under Section 25-H of the Act. For invoking the provision under Section 25-H of the Act, the union is required to establish that the workmen in question were retrenched by the FCI or non-applicant no. 2 and if they proposed to take in their employment any other person, they will have to give an opportunity to the retrenched workmen.

35. In the present case, it has been adjudicated supra that the workmen were not the employees of the FCI. so far as their employment by the non-applicant no. 2 is concerned, they were never engaged by him prior to the execution of the new contract in his favour. The union's case is that the workmen were engaged by the earlier contractor, but when new contract was awarded to R.K. Punia, he did not take them on the roll. It is, therefore, manifestly clear that the present workmen were never in the employment of the contractor R.K. Punia, nor their services were terminated by him. On account of executing a new contract in his favour by the FCI, he was free to engage the labourers as per his disecretion. The FCI had also not terminated their service. Therefore, the provision under Section 25-H of the Act cannot be attracted in the present controversy. The contention advanced on behalf of the union is found to be devoid of substance and cannot be accepted. This point, therefore, is decided against the union.

RELIEF

36. For the foregoing reasons, the workmen are entitled to no relief.

37. In the result, the reference is answered in the negative against the applicant-union and it is held that the action of Sh. Ramesh Kumar Punia, contractor of FCI in not providing employment to the workmen in question does not amount to illegal retrenchment under Section 2(oo) of

the Act, neither the FCI management nor the present contractor is liable for payment of compensation under the provisions of the ID Act. The claims of the workmen under Section 25-FF and 25-H of the Act, as espoused by the applicant-union, are liable to be rejected and are dismissed accordingly. An award is passed in these terms accordingly.

38. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 23 मई, 2006

का. आ. 2353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 13/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2006 को प्राप्त हुआ था।

[सं. एल-42012/89/2004-आई आर (सी एम-II)]
अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 23rd May, 2006

S.O. 2353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Central Public Works Department, Electrical Division-II CPWD. and their workmen, which was received by the Central Government on 23-5-2006.

[No. L-42012/89/2004-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I.D. No. 13/2005

R.N. Rai, Presiding Officer

In the Matter of :

Shri Shiv Prakash Sharma,
C/o. All India CPWD (MRM),
Karamchari Sangathan (Regd.),
House No. 4, Gali No. 1.
Karkardooma Village,
Delhi-110092.

Vesus

1. The Director General (Works),
Central Public Works Department,
Nirman Bhawan,
New Delhi-110001.
2. The Executive Engineer,
Electrical Division-II CPWD,
Nirman Bhawan,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/89/2004 IR (CM-II) Central Government dt. 3-2-2005 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of CPWD, Nirman Bhawan, New Delhi in deducting house rent and licence fee from the salary of Shri Shiv Prakash Sharma, Operator from 1-4-1985 without allotment of Quarter No. 1886 in Timarpur, Delhi is valid and legal ? If not, to what relief the workman is entitled to ?"

The claimant has filed claim statement. It has been stated therein that the workman is residing in D-E Type Flat No. 1886 since 1976. The department is not maintaining that flat. Several complaints have been made but the department paid no heed. The workman is Class-III employee so he is entitled for Type-II accommodation comprising of two rooms, Kitchen, Wash Room, Drawing Room etc. as per Government policy.

It has been further stated that the respondent started making illegal deduction of house rent allowance and licence fee from the salary of the workman w.e.f. 1-4-1985. The workman has not been given any notice. The management was annoyed with the espousal of the case. The workman made representation that the deduction are illegal. The flat is not worth living so deductions are illegal but the management did not consider the representations of the workman.

The management has filed written statement. It has been stated therein that flat no. 1886 has been occupied by some other person. The Ration Card of that flat has been filed by the management. The Executive Engineer confirmed this fact. The workman has sublet that : He has unauthorisedly occupied the portion of Q. No. 1881, which is part of CPWD, Civil Centre. He was instructed to vacate the quarter but he did not oblige so eviction proceedings were started. Several dates have been given to the workman for filing rejoinder but he has not turned up.

It was submitted from the side of the Ld. Counsel of the management that he has been dispossessed so he has no interest in the case and the case be decided accordingly. The workman did not turn up on four or five dates. He has not filed any rejoinder. The case of the workman has not been proved.

The reference is replied thus :

The action of the management of CPWD, Nirman Bhawan, New Delhi in deducting house rent and licence fee from the salary of Shri Shiv Prakash Sharma, Operator from 1-4-1985 without allotment of Quarter No. 1886 in Timarpur, Delhi is valid and legal. The workman applicant is not entitled to get any relief as prayer for.

Award is given accordingly.

Date : 15-5-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 23 मई, 2006

का. आ. 2354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 53/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-2006 को प्राप्त हुआ था।

[सं. एल-42012/134/2004-आई आर (सी एम-II)]
अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 23rd May, 2006

S.O. 2354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Jawahar Navodaya Vidyalaya, and their workmen, which was received by the Central Government on 23-05-2006.

[No. L-42012/134/2004-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-53/2005

Reference No. L-42012/134/2004-IR(CM-II)

Sh. Manoj Kumar,
S/o Sh. Mangilal Gurjar,
H. No. 41, Saraswati Colony,
Laxman Marg, Khedli Purohit,
Kota (Raj.) ... Applicant

Versus

The Principal,
Jawahar Navodaya Vidyalaya,
Khairabad, Ramganjmandi,
Distt. Kota (Raj.) ... Non-applicant

PRESENT :

Sh. R. C. Sharma, Presiding Officer

For the applicant : Sh. S. P. Soral.

For the non-applicants : Sh. V. S. Gurjar.

Date of award : 27-4-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

> "Whether the action of the Principal, Jawahar Navodaya Vidyalaya, Morak (Khairabad), Tehsil, Ramganjmandi, Distt. Kota (Raj.) in terminating the service of the workman, Shri Manoj Kumar w.e.f. 2-1-2002 is legal and justified ? If not, to what relief the workman is entitled and from which date ?"

2. The workman has pleaded in his claim statement that he was engaged as a jeep driver on 31-10-2000 on daily wages by the non-applicant, who continuously worked till 2-1-2002 on which date his service was terminated in violation of Section 25-F of the Act. He has further asserted that he had completed 240 days of continuous work during the preceding calendar year to this termination and subsequent to his termination the non-applicant has recruited the fresh hands without affording him an opportunity.

3. Disputing the claim, the non-applicant in his written-counter has averred that the non-applicant school is not an industry as defined under Section 2-J of the Act, that on the requirement of the work the workman was employed for a specified period and for a specified job and on expiry of the period his employment automatically came to an end. It is further stated that the workman was engaged onl-1-2002 and 2-1-2002, who worked from 1-12-2001 to 15-12-2001 for the last time with the establishment. It has been averred that on account of the non-availability of the regular motor driver he was employed on the need of work.

4. In the evidence, the workman has submitted his affidavit. In the rebuttal, the counter-affidavit of MW-1 Sh. Ramcharan, the Principal has been placed on the record. Both these witnesses were cross-examined by the respective opposite representative. The workman has also adduced the documentary evidence.

5. I have heard both the parties and have scanned the record.

6. Now, the following questions arise for determination :

I. Whether the workman had continuously worked from 31-10-2000 to 2-1-2002 and had completed

240 days of actual service with the non-applicant school during the calendar year preceding to his termination, whose service was terminated in violation of Section 25-F of the Act ?

II. Whether subsequent to the workman's termination fresh hands were recruited by the school without affording an opportunity to the workman in contravention of Section 25-H of the Act ?

III. Whether the non-applicant establishment is an industry ?

Point No. I :

7. The ld. representative for the workman contends that it is a plain and simple case of retrenchment where the workman had worked from 31-10-2000 to 2-1-2002 as a jeep driver with the school and he also performed the other works in addition to his duties as a jeep driver. But his services were terminated without following the requirements under Section 25-F of the Act. The ld. representative has placed his reliance on the log books and the payment vouchers produced on behalf of the workman.

8. Per contra, the ld. representative for the school contends that the workman was only employed as a jeep driver when the regular jeep driver was not available and he was purely a casual worker who was not a jeep driver at all. His next submission is that for the appointment to the post of jeep driver the department has the statutory rules and the workman cannot claim to be appointed as a jeep driver, who was temporarily engaged as a jeep driver on the basis of requirement of work. He has further contended that there is no more vehicle now with the school and the job of jeep driver does not exist.

9. In the rejoinder, the ld. representative for the workman submits that if the jeep has been shifted to another place, then the right of the workman is not adversely affected.

10. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

11. The first question which crops up before me is whether the claimant was engaged as a jeep driver or he was merely a worker on daily wages.

12. The workman's case is that he was engaged as a jeep driver, whereas on behalf of school it has been contended that he was engaged as a worker on daily wages and on account of exigencies of the work he was also employed as jeep driver on the non-availability of the regular jeep driver. WW-1 Manoj Kumar has testified that he was employed as a jeep driver on daily wages. Though he has admitted in his cross-examination that he was orally appointed to the post of the driver, yet he has emphatically stated that he was discharging the duty of a driver and also noted the entries of the use of vehicle in the log book. The workman in support of his submission has adduced on record the payment vouchers Ex. W-1 to W-12 and the copies of the log book Ex. W-13 to W-34. Undisputedly, the entries in the log book in relation to the use of the vehicle are recorded therein by the vehicle driver himself. The log books available on the record corroborate the testimony of the workman on this point which carry his signatures. Apart it, the payment vouchers Ex. W-1 to W-12 also bear the name of the workman who is shown therein as a driver employed on daily wages. Therefore, the claimant's testimony is seconded by the documentary record and it is established that he was employed on consolidated monthly wages as a jeep driver.

13. Now, I will dwell on the issue of completion of 240 days of actual service rendered by the workman under the employment of the school during the preceding calendar year to his termination.

14. The workman has stated that he continuously worked from 31-10-2000 till 2-1-2002, the date on which his service was terminated. In support of his evidence, he has relied upon the payment vouchers and the log books. Contrary to it, MW-1 Ramcharan, the Principal has stated that the workman was employed for a specified period to perform a specified job on the need of work.

15. Ex. W-1 to W-12 are the payment vouchers containing the attendance of the claimant and the payment of monthly wages made to him. On scrutinizing the number of working days figuring therefrom, the workman appears to have performed the duties month-wise in the preceding calendar year as below :—

Exhibit	Month and Year	No. of Days
W-3	January, 2001	23
W-4	February, 2001	27
W-5	March, 2001	28
W-6	April, 2001	20
W-7	May, 2001	28
W-8	June, 2001	23
W-9	July, 2001	11
W-10	August, 2001	23
W-11	September, 2001	30
W-12	October, 2001	22

16. Further, it is evident from the log book Ex. W-32 that the workman had performed for two days in the month of November, 2001 and from Ex. W-33 it appears that in the month of December, 2001, he worked for four days only.

17. On reckoning the aforestated number of working days, they come to 241 days in total in the preceding calendar year to the date of his termination. It, therefore, flows that the workman had completed over 240 days in the preceding calendar year from 3-1-2001 to 2-1-2002 prior to his termination. Undisputedly, neither he was served with a legal notice, nor the salary in lieu of the notice was paid to him, nay the retrenchment compensation was paid to him. As such, the workman's termination tantamounts to retrenchment and this point is decided in favour of the workman.

Point No. II :

18. The workman has stated in his claim statement that subsequent to his termination fresh hands were recruited, but no such name has neither been disclosed by him in his claim statement nor in his affidavit. In his cross-examination he has stated that a driver was employed subsequent to his termination but he could not be able to disclose his name. Therefore, neither he could be able to adduce the sufficient evidence on this point to corroborate his testimony nor his own testimony is definite on this point. As such, he has failed to discharge the onus of this point, which is decided against him.

Point No. III :

19. The ld. representative for the non-applicant school contends that the organization does not fall within the definition of Section 2-J of the Act and that school being an educational institution is not commercial establishment and in support of his contention he has relied upon (1997) 4 SCC 257. In this case, it was considered whether 'Physical Research Laboratory' was an industry within the meaning of Section 2-J of the Act and it was decided that the objective with which the research activity was undertaken by the institution was to obtain knowledge for the benefits of the Department of Space and its object was not to render services to others and, therefore, it was not treated to be an industry. Apparently, the facts of the referred case are distinct from the case at hand. The ld. representative for the non-applicant has referred to Bangalore Water Supply case in support of his submission by contending that the parameters laid down for the industry are not applicable to the present institution. In contrast, the ld. representative for the workman has also placed his reliance on Bangalore Water Supply case reported in AIR 1978 SC 548 and has contended that the non-applicant institution is an industry as laid down by the Hon'ble Apex Court in this decision. The Hon'ble Apex Court has observed and concluded that an educational institution is an industry in accordance with the parameters laid down by the Court. The relevant observation is usefully quoted as below :—

> "The final ground accepted by the Court is that education is a mission and vocation, rather than a profession or trade or business. The most that one can say is that this is an assertion which does not prove itself. Indeed, all life is a mission and a man without a mission is spiritually stillborn. The high mission of life is the manifestation of the divinity already in man. To christen education as a mission even if true, is not to negate its being an industry. We have to look at educational activity from the angle of the Act, and so viewed the ingredients of education are fulfilled. Education is, therefore, an industry and nothing can stand in the way of that conclusion."

20. The observation made by the Hon'ble Apex lends support to the submission advanced on behalf of the workman and it is held that the non-applicant institution is an industry as defined under Section 2-J of the Act. This point, therefore, is decided in favour of the workman.

Relief :

21. Now, an immediate question is up before me as to what adequate relief should be granted to the workman.

22. The ld. representative for the workman has contended that he should be reinstated in the service, whereas on behalf of the school it has been strongly contended that the jeep in the school had been shifted to another institution and no job of driver exists in the school. As discussed above, the workman was employed as a jeep driver by the non-applicant school and evidently no work of driver now exists with the institution on account of shifting the jeep to another institution. Therefore, under these circumstances, the reinstatement of the workman would not meet the ends of justice in the absence of the post of jeep driver in the school.

23. The workman has worked with the school for nearly 14 months who was drawing the monthly consolidated wages round about Rs. 1400 per month. Looking to these circumstances, it is appropriate that the workman be compensated rather than directing his reinstatement and the compensation equivalent to 12 months' salary should be granted along with interest @ 6 per cent per annum from the date of the award till the date of payment. Thus, the compensation in lieu of his reinstatement is computed as Rs. 17,000. My view to grant the retrenchment compensation to the workman in lieu of reinstatement is fortified from the decisions reported in 1970(1) LLJ 63 and 2005 (12) SCC 251.

24. In the result, the reference is answered in the affirmative in favour of the workman and it is held that the termination order dated 2-1-2002 passed against the workman by the non-applicant school is illegal and unjustified. The workman, under the circumstances stated above, is entitled to get the compensation worth Rs. 17,000 in lieu of his reinstatement along with interest @ 6 per cent per annum from the date of the award till the date of

payment of compensation amount to him. An award is passed in these terms accordingly.

25. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 23 मई 2006

का. आ. 2355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान एटोमिक पावर स्टेशन 1-4 के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 26/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-2006 को प्राप्त हुआ था।

[सं. एल-42012/60/2004-आई आर (सी एम-II)]
अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 23rd May, 2006

S.O. 2355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Site Director, and their workmen, which was received by the Central Government on 23-05-2006.

[No. L-42012/60/2004-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-26/2005.

Reference No. L-42012/60/2004-IR (CM-II)

The General Secretary,
Parmanu Vidyut Karamchari Union (CITU),
Phase-II, Rawatbhata Via Kota (Rajasthan),
Kota (Raj)-323305 ... Applicant

Versus

The Site Director,
Rajasthan Atomic Power Station 1 to 4,
NPCIL, Rawatbhata Via Kota,
Rawatbhata (Kota) ... Non-applicant

PRESENT

Sh. R. C. Sharma, Presiding Officer

For the applicant : Sh. Suresh Kashyap.

For the non-applicants : Sh. Dharmendra Jain.

Date of award : 28-4-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Sections 1 & 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

> "Whether the action of the Site Director, RAPS 1 to 4, Rawatbhata in not giving the pay scale of Rs. 4000-100-6000 to its ANMs, (which is available to their counterparts in Central Govt. Hospitals as per recommendations of the 5th Pay Commission) is legal and justified ? If not, to what relief the ANMs are entitled and from which date ?"

2. The following six Auxiliary Nurse Midwives (for short, the ANMS) namely Smt. Sushila Verma, Smt. Bijoliya, Smt. Nirmla Kanwar, Smt. Anuradha Rajput, Smt. Shyama Kumari and Smt. Ramu Kumari Purvaya have lodged their claims through the applicant-union by stating that they are working as ANMS in the Rawatbhata Atomic Power Station (for short, RAPS) hospitals and that by the 4th Pay Commission their pay was determined in the pay scale of Rs. 975-1540, but while they were appointed their pay was not fixed in the pay scale of Rs. 975-1540, instead their pay was fixed in the pay scale of Rs. 950-20-115-EB-25-1400, whereas in the other hospitals runs by the Central Government and State Government respectively, the pay-scale of Rs. 975-1540 was granted to the ANMS. The Union has further pleaded that as per the recommendations of the 5th Pay Commission the pay-scale to the ANMS has been recommended as Rs. 4000-100-6000, which is corresponding to the pay-scale of Rs. 975-1540 recommended by the 4th Pay Commission. As per the union's averment in accordance with the recommendations of the 5th Pay Commission the salaries of ANMS have been fixed in the pay scale of Rs. 4000-100-6000, which could not be granted to the workmen in question, whose pay has been fixed in the pay scale of Rs. 3050-75-4900, which is contrary to the recommendations of the 5th Pay Commission. The union has further pleaded that when RAPS was merged with the Nuclear Power Corporation, then it was decided that the employees of RAPS would get the pay scale on par with the employees of the Central Government. But till now, the pay of the workmen has not been fixed in the pay scale of Rs. 4000-100-6000, which has put them in financial loss. The workmen had represented before the concerned authorities on several occasions, but no action could be taken. The applicant-union has, therefore, urged that the pay of the workmen be fixed in the pay scale of Rs. 4000-100-6000 w.e.f. 1-1-1996 and the arrears of the pay along with other benefits be granted to them.

3. Resisting the claim, the non-applicant in is written-counter has averred that the statement of claim has not

been filed by the appropriate person, which deserves to be rejected on this ground and that there is a difference in the pay-scale between the employees of RAPS and that of the Central Government since their appointment and that the dispute has been belatedly raised. It has been further pleaded that fixing the workmen's pay in the pay scale of Rs. 3050-4900 is in accordance with the recommendations of the 5th Pay Commission because workmen were getting the pay in the pay scale of Rs. 950-1150-EB-25-1400 and that none of the nurses working in the RAPS hospital is getting the pay in the pay scale of Rs. 4000-6000. The non-applicant has further stated that the pay of the workmen was fixed in the pay scale of Rs. 950-1400 in accordance with the recommendations of the 4th Pay Commission while they were working in the RAPS hospitals, whereas the pay of ANMS working in the Central Government hospitals was fixed in the pay scale of Rs. 975-1540.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether all the workmen named in the statement of claim are entitled to get the pay-scale of Rs. 4000-100-6000, which is available to their counterparts in Central Government hospitals as per the recommendations of the Fifth Pay Commission ? BOA

II. Whether the workmen are entitled to get the said pay-scale with effect from 01-01-1996 ? BOA

III. Whether the claim deserves to be rejected on account that it has not been presented by the authorized person ? BONA

IV. Whether the claim is liable to be rejected on account of raising the dispute belatedly by the Union ? BONA

V. Relief, if any.

5. In the evidence, the affidavits of WW-1 Smt. Sushila Verma, WW-2 Smt. Bijolia, WW-3 Smt. Ramu Kumari Purvaya, WW-4 Smt. Nirmla Kanwar, WW-5 Smt. Shyama Kumari and WW-6 Smt. Anuradha Rajput were placed on the record. On behalf of the non-applicant, the counter-affidavit of MW-1A Vilayudhan, Sr. Manager has been filed. All these witnesses were cross-examined by the respective opposite representative. Both the parties have led the documentary evidence on the record.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point Nos. I & II

7. Since the facts involved in both these points are identical they are being discussed together hereunder.

8. The ld. representative for the union contends that the workmen are the employees on NPCIL, who were appointed in accordance with the pay scale available to the ANMS and the pay-scale recommended by the 5th Pay Commission is 4000-6000 as is shown in Nursing Journal of India. His further submission is that the NPCIL has adopted the pay scale as recommended by the 5th Pay Commission and there should not be any dispute so far as the applicability of the pay scale to the present workmen is concerned. The ld. representative has then contended that the non-applicant has tried to impress upon the Court that the letter dated 26-5-88 issued by the Bhabha Atomic Research Centre but it is applicable only to the hospitals run by the Bhabha Research Centre and is not related to the NPCIL, which is a separate central autonomous body and has no connection with Bhabha Research Centre. As per the submission of the ld. representative the workmen, who were working in the atomic energy power station were transferred on deputation in the NPCIL till their services were absorbed. On absorption they are also entitled to the pay scales as recommended by the 5th Pay Commission and the present workmen do not remain the workmen of the department of atomic energy. The ld. representative has pointed out that according to the 4th Pay Commission the pay scale of ANMS was Rs. 975 and the 5th Pay Commission has recommended the pay scale in Rs. 4000-6000, which has come into force w.e.f. 1-1-96 and, therefore, the workmen should also be provided this pay scale. The ld. representative in support of his submission has relied upon 1996 Lab IC SC 2727 and (1999) 4 SCC 408.

9. Countering these submissions, the ld. representative for the Corporation contends that the non-applicant establishment is governed by the NPCIL and while giving the offer of appointment to the workmen they were told the pay scale vide their interview letters as 950-1400, which was accepted by them and they did not raise any protest against it till the raising of the present dispute. His submission is that they felt no inconvenience but now they have raised this objection. The ld. representative further conteds that the Nursing Journal of India, which has been relied upon by the workmen, is only confined to the registration of nurses and it cannot determine the pay-scales of the nurses. The ld. representative further contends that the corresponding pay scale of Rs. 950 was given to the workmen in accordance with the recommendations of 5th Pay Commission, which they have accepted. He has then contended that the Corporation had also conveyed the workmen vide letter dated 8-1-2002 that the pay scale in question could not be made available to them and their representation was rejected. The ld. representative has contended that to meet out the grievance of the workmen the categorization of their posts has also been made and their pay-scales have been accordingly decided. He has also sought to controvert the submission advanced on behalf of the union by contending that in the Corporation the structure of post of ANMS is different to that of the Central Government and the

decisions relied upon by the union are not applicable to the present case.

10. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

11. Now, the question which emerges for determination is whether the workmen in question are entitled to the pay scales as recommended by the 5th Pay Commission, which are admissible to their counterparts in Central Government hospitals.

12. Undisputedly, the NPCIL was constituted by Government of India under the department of atomic energy as a public limited company and it is running its nuclear power stations all over India. The non-applicant establishment is a unit of it. It transpires from the record that the workmen initially joined the services of the Department of Atomic Power w.e.f. the dates as shown by them in their depositions respectively in the pay scale of Rs. 950-1400, who were subsequently transferred on deputation in the present non-applicant establishment and it is undisputed that their services have been subsequently absorbed therein. As per the recommendations of the 4th Pay Commission the pay scales available to the ANMS was 975-1540 which has been hiked to Rs. 4000-6000 on the recommendations of the 5th Pay Commission and has been made applicable w.e.f. 1-1-96. The present workmen, therefore, have raised their grievance that they are also entitled to get the pay scale of Rs. 4000-6000 as recommended by the 5th Pay Commission which is available to their counter-parts working in the Central Government hospitals.

13. Annexure I is a copy of the Nursing Journal of India, February 1998 which displays the pay scale of ANMS according to the 5th Pay Commission as 4000-6000 and MW-1 A Vilayudhan, has admitted in his cross-examination that the ANMS are required to fulfil the norms prescribed by the Nurses Council of India and it is correct to state that the nurses working in the non-applicant establishment are governed by the Nurses Council of India. Another document relied upon by the applicant-union is Annexure I, which is terms and conditions of service in the NPCIL and it exhibits as below :—

"The service conditions in NPCIL as approved by the Govt. of India/NPCIL.

(I) Pay Scales : Central Govt. scales of Pay."

14. The next document which has been pointed out by the ld. representative for the union is R-1, adduced on behalf of the non-applicant, which states that on transfer of personnel from the Department of Atomic Energy to the NPCIL, "the staff placed on deputation to the Corporation will continue to be Government Servants and till they are absorbed by the Corporation in respect of matters not covered in this office memorandum will be governed by rules applicable to Central Government employees including CCS (CC & A) Rules". Thus, this office memorandum too stipulates that the workmen whose services were transfered to the Corporation on deputation and were subsequently absorbed were subjected to the rules applicable to the Central Government employees. MW-1 A Vilayudhan has also admitted this fact in his cross-examination that he is getting the pay on par with the Central Government employees and that the Corporation has nearly 13000 employees all over India, who are getting their pay-scales on parity with the Central Government employees and has further categorically admitted that all of them are getting the benefits of the pay-scale as recommended by the 5th Pay Commission. To a question put to him in the cross-examination he has also admitted categorically that the NPCIL has taken the decision to accord the benefits of 5th Pay Commision to its employees and that the Nursing Council of India too has recommended to adopt the recommendations of 5th Pay Commission. More importantly, he has also admitted the fact that the Department of Atomic Energy (DAE) had too sanctioned the recommendations of 5th Pay Commission for the NPCIL employees. It, therefore, follows from the aforestated facts that the prevalent pay-scale of ANMS according to the recommendation of the 5th Pay Commission is 4000-6000 which is available to the ANMS working in the Central Government hospitals. These facts also strengthen the claim of the workmen that on their transfer to the present establishment they were given to understand that they will be governed by the rules applicable to the Central Government employees.

15. Now, I am called upon to determine whether there is any difference with regard to the qualifications and nature of the job between the workmen in question and the ANMS working in the Central Government hospitals.

16. Neither it could be demonstrated on behalf of the non-applicant nor any fact has been surfaced from the record which lead to infer that the other ANMS possess higher academic qualifications with them or their nature of job differs from the duties performed by the workmen in question. If it is asserted on behalf of the Corporation that the Central Government hospitals have larger number of patients to attend, then this contention has no legs to stand in view of the fact that the non-applicant establishment has also a large number of employees nearly 13000 who are availing the medical facilities from the hospitals run by the non-applicant establishment. As such, it can be safely presumed that the present workmen are having the similar qualifications and are performing the jobs and functions of the similar kind which the other ANMS are discharging.

17. The ld. representative for the non-applicant has sought to controvert the entitlement of the workmen on

two counts, firstly that the workmen were clearly told about their pay-scale at the time of their initial appointment and has relied upon on the call letter for the interview R-3, which shows their pay in the pay-scale of Rs. 950-1400. The another letter relied upon by the ld. representative is R-8 dated 3-1-2002 addressed by the Deputy GM to one of the workmen, which says that the pay scale of ANMS was not being followed by the Department of Atomic Energy right from 4th Pay Commission recommendations and the employees joined RAPS in a post with a different pay scale of Rs. 950-1400, when the scale of pay for ANMS in Central Government hospitals was Rs. 975-1540. It further says that having joined a post with different pay scale then what is prevalent in Central Government hospitals in 1988, the employee has no claim to the pay scale prevalent in the Central Government hospitals.

18. So far as the contention of call letter is concerned, a question in respect of it was put to the workmen in their cross-examination which has been answered by stating that they were not aware of the pay scale at the time of their initial appointment and, therefore, they could not raise any protest against it, which seems to be a plausible explanation.

19. With regard to the letter R-8, it can be stated that it is inconsistent with Annexure I, the Nursing Journal of India and R-1, office memorandum and does not assign any good reason for depriving the workmen of the pay scale in accordance with the 5th Pay Commission's recommendations. The ld. representative for the non-applicant has also pointed out the letter R-4 in this regard addressed by the Deputy Establishment Officer to the Manager, Rawatbhata Atomic Power Station and has contended that vide this letter the pay of the ANMS was fixed in the pay scale of Rs. 950-1400. But how it is applicable to the present workmen who are governed by the NPCIL could not be clarified on behalf of the non-applicant since this letter has been issued by the Bhabha Atomic Research Centre. Therefore, the submission advanced on behalf of the Corporation being devoid of substance cannot be maintained.

20. Now, I turn to the next contention put forth on behalf of the Corporation that the department to meet out the disparity has categorized the various posts of ANMS and has prescribed the channel of promotion to the workmen. The ld. representative has referred to R-2 and R-7 in this regard in support of his submission.

21. R-2 is the reclassification of the post of ANMS which is issued by Bhabha Atomic Research Centre and cannot be made applicable to the workmen in question as held supra. R-7 is the office order dated 12-7-99 issued by the Corporation. The ld. representative for the Corporation has pointed out that vide categories C and D, the ANMS have been provided the promotional avenues and, therefore, they cannot claim the parity with the Central Government employees.

22. On a look at category C, as shown in R-7, it is revealed that 8 posts of ANMS have been classified therein from category A to H. Category A contains the pay scale of Rs. 950-1400 and the revised pay in the pay scale of Rs. 3050-4590. The last category H has been provided with the pay in the pay scale of Rs. 2000-3500 and the revised pay scale is Rs. 7450-11500. Category D contains the pay scale Rs. 2000-3500 for Station Officer A and revised pay scale of Rs. 7450-11500. Its last category Firemen (A) contains the pay scale of Rs. 950-1400 and the revised pay scale in 3050-4590. Curiously enough, it was shown on behalf of the Corporation that the pay scale of the ANMS in question has been revised in the pay scale of Rs. 3050-4900 and that they should not have any grievance against it. But how this pay scale of Rs. 3050-4900 can be equated with the pay scale of Rs. 4000-6000, which was recommended by the 5th Pay Commission and how the present workmen have been benefited by this categorization of their posts could not be satisfactorily exhibited on behalf of the Corporation. How the categorization can be equated with the pay scale admissible to their counterparts working in Central Government hospitals and how it redresses the workmen's grievance remains unexplained and it cannot be presumed that the workmen have been accorded the alternative benefits by the Corporation and it does not redress their grievance.

23. The workmen have testified in their deposition that they are entitled to the pay scales recommended by the 5th Pay Commission on par with their counterparts, which is fully established by the documentary evidence as discussed above and even their claim finds help from the testimony of MW-1 A Vilayudhan.

24. In 1996 Lab IC SC 2727, referred to on behalf of the union, the Hon'ble Apex Court has held that the teachers in privately managed added schools are entitled to same pay and allowances as are paid to the teachers in the Government schools. The another ruling relied upon by the ld. representative on the parity of pay scale is (1999) 4 SCC 408 wherein the Hon'ble Apex Court has propounded the principle by observing that "principle of 'equal pay for equal work" has gained the judicial recognition ..... it has been held in Randhir Singh *v.* Union of India that the principle of 'equal pay for equal work' is not an abstract doctrine but one of substance .....". The Hon'ble Court further goes on to say that parameters for invoking the said principles would include the nature of the work and common employer and the related passage is gainfully quoted as below :—

> "One admitted fact which looms large is that till hike in the pay scale was brought about in 1982 for Delhi Judges the parity maintained as between the Union Territories of Goa and Delhi applied to the same cadre of judicial officers. Nobody doubted till then that the nature and dimension of work discharged by the

officers of the same cadre of judicial officers at two different Territories were diffferent from any perceptible standard. It is for the contesting respondents to show that there was change in the nature of work which necessitated the Government to keep two different levels of pay to the same officers working at two different places."

25. Both these decisions lend support to the submission put forth on behalf of the union and in view of the principles enunciated by the Hon'ble Apex Court the present workmen too are entitled for the pay scale on par with the pay scale which is admissible to their counterparts working in the Central Government hospitals.

26. There is no dispute to this fact that the recommendations of the 5th Pay Commission were made applicable w.e.f. 1-1-96 and as such the workmen in question are also entitled to get their pay fixed in the pay scale of Rs. 4000-6000 w.e.f. 1-1-96. Accordingly, both these points are decided in favour of the union and against the Corporation.

Point No. III

27. The ld. representative for the Corporation does not press this point, which is accordingly decided against the Corporation.

Point No. IV

28. The ld. representative for the non-applicant contends that the workmen were appointed in the year 1988, who have raised the industrial dispute on expiry of 16 years and hence on account of the delay their claim should be rejected. On the other hand, the ld. representative for the union submits that the recommendations of the 5th Pay Commission were declared in the year 1998 and were made applicable w.e.f. 1-1-96. Only on declaration of the recommendations in the year 1998 the workmen could know about it and accordingly they raised their demand before the management which was not accepted and then on 20-10-2003 they raised the industrial dispute before the ALC.

29. The letter dated 15-7-94 written by the Managing Director to one of the workmen speaks of the continuous dialogue with the various employees on the matter to finalize the service conditions of the NPCIL. Ex. W-3 is a letter dated 17-7-2001 written by Smt. Sushila Verma to the DGM urging to grant her the pay in pursuance of the 5th Pay Commission recommendations accepted by the Government. These documents reveal that a dialogue between the management and the employees on the service conditions was going on and on declaration of the 5th Pay Commission recommendations they had moved to the higher authorities to grant them the pay scale according to the 5th Pay Commissions's recommendations. The delay has thus been explained reasonably by the union which can be condoned while granting the relief to the workmen. Therefore, the submission made on behalf of the Corporation is bereft of merit and cannot be accepted. This point is accordingly decided against the Corporation and in favour of the union.

RELIEF

30. For the foregoing reasons, the workmen's claim espoused by the union deserves to be granted.

31. In the result, the reference is answered in the affirmative in favour of the applicant-union and it is held that the action of the non-applicant Site Director in not giving the pay scale of Rs. 4000-6000 to its ANMS, which is available to their counterparts in Central Government hospitals as per the recommendations of the 5th Pay Commission is illegal and unjustified. It is further held that they are entitled to get their pay fixed in the pay scale of Rs. 4000-6000 with effect from 1-1-1996. An award is passed in these terms accordingly.

32. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 23 मई, 2006

का. आ. 2356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुंबई के पंचाट (संदर्भ संख्या 2/14 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/154/2004-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 23rd May, 2006

S.O. 2356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/14 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2 Mumbai as shown in the Annexure in the industrial dispute between the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 22-5-2006.

[No. L-12012/154/2004-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

PRESENT:

A. A. Lad, Presiding Officer

Reference No. CGIT-2/14 of 2005

Employers in relation to the Management of Indian Overseas Bank

The General Manager,
Indian Overseas Bank,
Regional Office, Maker Tower "E",
Cuffee Parade, Mumbai-400005

V/s.

Their Workmen

Shri Mohan Bele.

APPEARANCES:

For the Employer	: Mr. M. B. Rao, Advocate
For the Workmen	: Absent
Date of reserving Judgment	: 26th April, 2006.
Date of pronouncement of Judgment	: 26th April, 2006.

AWARD

Reference was sent by Under Secretary, Government of India, Ministry of Labour, New Delhi by correspondence dated 9-11-2004 under Clause (d) of Sub-section (1) and (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication :

"Whether the action of the management of Indian Overseas Bank, Mumbai in removing the services of Shri Mohan D. Bele w.e.f. 1-3-2004 is justified ? If not, what relief Shri Mohan D. Bele is entitled to ?"

2. As a result of that notices were sent to the First Party and concerned employee i.e. Shri Mohan D. Bele. First Party appeared as a result of it. However, concerned workmen i.e. Shri Mohan D. Bele, though served by Registered A. D. at Exhibit 9 does not appear and file Statement of Claim.

3. So, I conclude that Second Party workman is not interested in proceeding with the Reference. So, I pass the following order :

ORDER

Reference is rejected.

At Mumbai,
this 26th day of April, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 23 मई, 2006

का. आ. 2357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुंबई के पंचाट (संदर्भ संख्या 2/55 का 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल-12011/77/2003-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 23rd May, 2006

S.O. 2357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/55 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the industrial dispute between the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 22-5-2006.

[No. L-12011/77/2003-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

PRESENT:

A. A. Lad, Presiding Officer

Reference No. CGIT-2/55 of 2003

Employers in relation to the Management of Indian Overseas Bank

The General Manager,
Indian Overseas Bank,
Regional Office, Maker Tower "E",
Cuffee Parade, Mumbai-400005

V/s.

Their Workmen

The General Secretary,
Indian Overseas Bank Karmachari Sena,
M. D. Bele.

APPEARANCES:

For the Employer	: Mr. M. B. Rao, Advocate
For the Workmen	: Absent
Date of reserving Judgment	: 26th April, 2006.
Date of pronouncement of Judgment	: 26th April, 2006.

AWARD

Reference was sent by Under Secretary, Government of India, Ministry of Labour, New Delhi by correspondence dated 13-8-2003 under Clause (d) of Sub-section (1) and (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication :

"Whether the action of the management of Indian Overseas Bank, Mumbai in imposing the punishment of withholding of one increment without cumulative effect upon Shri Mohan D. Bele is legal and justified ? If not, to what relief is the concerned workman entitled ?

2. As a result of that notices were sent to the First Party and concerned employee i.e. Shri Mohan D. Bele. First Party appeared as a result of it. However, concerned Workmen i.e. Shri Mohan D. Bele, though served by Registered A. D. at Exhibit 19 and Exhibit 20 does not appear and file Statement of Claim.

3. So, I conclude that Second Party Workman is not interested in proceeding with the Reference. So, I pass the following order :

ORDER

Reference is rejected.

At Mumbai,
this 26th day of April, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 23 मई, 2006

का. आ. 2358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुंबई के पंचाट (संदर्भ संख्या 2/10 का 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल-12011/225/2000-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 23rd May, 2006

S.O. 2358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/10 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the industrial dispute between the management of Syndicate Bank and their workmen, which was received by the Central Government on 22-05-2006.

[No. L-12011/225/2000-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

PRESENT :

A. A. Lad, Presiding Officer

Reference No. CGIT-2/10 of 2001

Employers in relation to the Management of Syndicate Bank

The Chairman, Syndicate Bank,
Mumbai.

AND

Their Workmen

Bhaskar S. Chavan.
Represented by Syndicate Bank Employees Union.

APPEARANCES :

For the Employer : Mr. R. N. Shah, Advocate.

For the Workman : Mr. R. D. Bhat, Advocate.

Mumbai, dated the 12th April, 2006

AWARD

The matrix of the facts, as called out from the Statement of Claims, are as under :

2. Reference is made by the Under Secretary, Government of India, Ministry of Labour, Shram Mantralaya, New Delhi, under Clause (d) of sub-section 1 and sub-section 2(A) of Section 10 of Industrial Act, referring that :

"Whether action of the Management of Syndicate Bank, Mumbai, by terminating Shri Bhaskar S. Chavan from the services of the Bank is justified and proper ? If not, then what relief the workman is entitled to ?"

3. To secure the relief under the Reference referred to this Tribunal, Union filed Statement of Claim for the Workman Chavan stating that, Chavan was initially appointed as a temporary Attendant in Zonal Office by the Syndicate Bank with effect from 21st August, 1989. This appointment was made through the Employment Exchange. He was continued with artificial breaks. In the initial appointment letter, it was stated that, he was appointed in leave vacancy and was supposed to work in Fund Investment and Merchant Banking Division which was a permanent vacancy. He worked for more than 240 days from 21st August, 1989 to 1999 and attracted the deeming provision of the employee of the First Party. There was settlement between the Union and First Party on 9th April, 1996 on the basis of which the employees like Chavan were to be absorbed as and when clear vacancy arise. However, though Chavan worked for 10 years he was not absorbed.

On number of occasions his recommendations were made by the Zonal Office to the Head Office. In all those recommendations certificate of "good character" and "good work" was given by the concerned officers who were requesting to absorb Chavan saying, he is sincere, honest, and worked for ten years. However, he was not considered by the First Party and lastly First Party stopped in appointing Chavan and has indirectly terminated his employment without following due process of law. Though there were number of vacancies and though number of Attendants were working after discontinuing Chavan, he was not considered. So it is prayed that, the decision taken by the First Party in not appointing Chavan be treated as illegal and First Party be directed to reinstate him or appoint him and direct to give benefit of back wages from the last tenure of his working days till he will be absorbed.

4. This prayer is disputed by the First Party by filing Written Statement at Exhibit 11 stating and making out the case that Chavan was appointed purely on temporary basis. He was never appointed permanently by the First Party. He was appointed on periodical basis as and when his work require that period comes to an end of his appointment automatically. It is denied that, he is terminated. It is denied that, he was illegally prevented form reporting on duty. It is denied that provisions of Section 25(f) are applicable to Chavan. On the contrary it is the case of the First Party that, Section 2(oo)(bb) of Industrial Disputes Act is in connection with retrenchment and that retrenchment does not include employment of this type of workmen, whose services comes to an end by efflux of their appointment period. Since Chavan was appointed purely on temporary basis and for specific period he is not entitled for any relief. So it is submitted that the Reference be rejected.

5. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 13 which I answered as follows :

	Issue	Findings
1.	Whether Shri S. B. Chavan completed 240 days of continuous service in the Bank ?	Yes
2.	Whether Bank complied with the Provisions of Section 25F of the Industrial Disputes Act, 1947 ?	No
3.	Whether the action of management of Syndicate Bank, Mumbai by terminating Shri S. B. Chavan from the services of the Bank is justified and proper ?	No
4.	What relief Shri Chavan is entitled to ?	As per order passed below.

ISSUE NO. 1 & 2 :

REASONS :

6. By this issue burden is coasted on Chavan to show that he has completed 240 days in the employment of the First Party and he attracts the provisions of 25(f) of the Industrial Disputes Act. As far as his employment with First Party is concerned, the case of the First Party is that, Section 25(f) of Industrial Act, 1947 does not come in the picture of the employment of Chavan since he was appointed purely on temporary basis and it comes to an end as and when that period for which he was appointed comes ceases. It is not retrenchment and as such Section 25(f) of Industrial Disputes Act does not have to play any role.

7. As far as working of Chavan for 240 days with First Party is concerned, it is not disputed since case made out by Chavan that he worked for more than 240 days in 7 years as pleaded in para-2 of the Statement of Claim is not disputed by the First Party. The details given by Chavan in para-2 of Statement of Claims are not disputed which lead to safely conclude that, Chavan worked for more than 240 days.

8. It is the case of the First Party that, Chavan was appointed on purely temporary basis and his appointment was for a particular period and as such it comes to an end as and when period of appointment ceases.

9. It is a matter of record that, number of appointments were given by First Party to Chavan. It is an admitted fact that, he was appointed in leave vacancies. First Party tried to make out the case that, Chavan was appointed purely on temporary basis but it unable to make out, which was the temporary vacancy ? The number of appointments letters produced by Chavan with Statement of Claim, if perused one by one, we find, number of recommendations were made by the First Party regarding Chavan and those are not denied by the First Party saying that, these are not their recommendations. All that reveals that, by recommendation dated 9-3-1991, it is mentioned that, Chavan was appointed by them as a temporary Attendant on 4 different occasions for total period of 240 days during that period. They found his work satisfactory and obedient. They recommended that he be absorbed in regular service. Another recommendation dated 17-1-1992 reveals that Chavan stood at Serial No. 12 as candidate in the Panel and he should be considered after absorption of 2 senior candidates who were listed above him. Recommendation dated 23-4-1997 reveals that, Chavan was working with First Party since 1989 on temporary basis as Attendant. He is noted as hard worker as well as honest towards work and it was recommended by officers of the First Party to absorb him. Then letter dated 30-2-1998, on the letter-head, of the First Party, through its representative, recommendation to the Zonal Deputy General Manager.

Mumbai, requesting to absorb him on regular basis. Same reveals from letter dated 7-4-1998 and number of other correspondence placed on record. As far as those correspondence are concerned First Party has not stated anything in the written submissions, nor it is stated that, those are not the recommendations of its officers. In the affidavit, as well as in the cross of the witnesses of the First Party it is tried to say that, said witness did not came across the above correspondence of the First Party. That means said witness viz. H. B. Nayak. Examined at Exhibit 23, as a witness of the First Party is not denying that, above referred letters belongs to them and say that, those are not genuine letters and they are not of the First Party. On the contrary he states that, he did not come across those letters. That means, he is purposely ignoring to comment on those letters such as about the text of the letters. So in this set of circumstances one can draw inference that, said letters were written by the First Party in diferent capacity recommending Chavan be absorbed in regular employment.

10. It is tried to argue that, Section 2(oo)(bb) of Industrial Disputes Act does not permit Chavan to treat his absensee as the rerenchment stating that, he was appointed for a particular period. The employment of Chavan comes to an end by efflux of time of the appointment order and to support that the Ld. Advocate for the First Party placed reliance on the citations published in Kishore Chandra Samai vs. Divisional Manager, Orissa State Cashew Development Corporation Ltd., Dhenkanal–2006 UI CLR p. 29-, Satranarayan Sharma & Ors. Vs. National Mineral Development Corporation Ltd. & Ors.–1990 Lab. I.C. page 1662-, Sarajuddin vs. State of U.P. & Ors.–1994 II LLJ p. 228, Mahatma Phule Agriculture University & Ors. vs. Nashik Zoilla Sheti Kamgar Union & Ors.–2001 II CLR p. 4, Punjab State Electricity Board vs. Darbara Singh–2006 I CLR p. 36 and State of Himachal Pradesh vs. Nodha Ram & Ors.–S.C.C.A. No. 1539/96 dated 3-1-1996 and tried to point out that, the nature of employment of Chavan, repeated appointments given to him does not permit him to claim protection given under Section 25(f) of Industrial Disputes Act. But if we pursue the facts of those cases we find that, in most of those cases, employees were employed for seasonal work or for a particular work and then when work was not available they were not called. In case of Kishore Chandra Samai vs. Divisional Manager, Orissa State Cashew Development Corporation Ltd., Dhenkanal–2006 UI CLR p. 29, where work was of seasonal nature and in that case it was observed that, such an appointment cannot be treated of a permanent nature. Whereas in case of Satranarayan Sharma & Ors. vs. National Mineral Development Corporation Ltd. & Ors–1990 Lab. I.C. Page 1662, said employee was appointed on daily rated basis whereas Chavan before us was appointed in clear vacancy. The ratio laid down by Apex Court while deciding case of Mahatma Phule Agriculture University & Ors. vs. Nashik Zila Sheti Kamgar Union & Ors.–2001 II CLR p. 4, is also on different footing, as in that case, there was no sanctioned post and so employee appointed on that post, cannot claim permanency. In our case work done by Chavan is of permanent type there is no dispute about it. It is not case of the First Party that, the work allotted to Chavan is not available. On the contrary various recommendations referred above reveals that, there is work on which Chavan was appointed but only because of approval, he was not continuing and number of officer of the Bank on a number of occasions, requested to absorb Chavan in the regular employment. Besides the ratio laid down in deciding the case of Punjab State Electricity Board vs. Darbara Singh–2006 I CLR p. 36, is also on different footing. In that case appointment was given for a specific period which was conditional one. However, before us appointment of Chavan was not on condition but he was just appointed for a particular period and number of letters which are admittedly not denied by the First Party, reveals that, various officers have recommended to superior to absorb Chavan in the regular employment.

11. If we consider all these, coupled with the case made out by both, the working days of Chavan with First Party, number of appointments given by the First Party to Chavan, reveals that, there is clear vacancy and work attended is of permanent nature with the First Party.

12. When work is there and Chavan qualifies himself by completing 240 days by serving with First Party continuously attract Section 25(f) of the Industrial Disputes Act to his employment and under Section 25(f), while retrenching the employee First Party has to follow the procedure of giving notice, offering compensation and offering other employment. In the instant case no such formality are observed as required under Section 25(f) of Industrial Disputes Act. So definitely decision taken by the First Party in preventing Chavan to report on duty is nothing but retrenchment done by the First Party by violating the provisions of Section 25(f) of Industrial Disputes Act. So, I conclude that the First Party has violated the provisions of Section 25(f) of the Industrial Disputes Act and has not complied with the aforesaid provisions while retrenching Chavan. So I reply those issues to that effect.

ISSUE NO. 3

13. The stand taken by the First Party that, since Chavan was appointed temporarily and his employment comes to an end by efflux of time as mentioned in the appointment letters Chavan cannot claim permanency. It is further alleged that, there is no clear vacancy and as such by not giving any appointment to Chavan is just and proper. Whereas the case of Chavan is that, he was illegally prevented from reporting on duty by not giving new appointment or by not giving permanent appointment.

14. There is no dispute that, work on which Chavan was working was not with the First Party. It is not the case of the First Party that Chavan was appointed as a seasonal worker as was the fact in the number of above referred citations relied upon by the First Party. When Chavan was appointed purely temporary and when his name was at Serial No. 3 in the seniority list and when 2 seniors were to be absorbed and when there is a vacancy, where 5 Attendants are working, question arises how can it be stated that, there is no vacancy and why Chavan should not be considered for that post ?

15. The number of correspondence referred above which are not disputed or denied by the First Party, would reveal that, Chavan's work was satisfactory and he worked for more than 240 days when there is work of permanent nature with the First Party in my considered view First Party is not justified in not providing employment to Chavan.

16. The Ld. Advocate for the First Party placed reliance of citation of Apex Court saying that, Tribunal cannot ask employer to create vacancy and appoint an employee like this, by referring citation published in 1990 Lab. I.C. page No. 1662 as observed by Apex Court in the case of Satyanarayan Sharma & Ors. *Vs.* National Mineral Development Corpn. Ltd. & Ors. In that case concemed employee was surplus to the requirement of the project and he was to absorb. In that case it is observed that, it is not desirable to direct the employer to create the post and absorb him. However, facts of the case which is before us, are different. Chavan is not surplus as has happened in case of Satyanarayan Sharma & Ors. *Vs.* National Mineral Development Corpn. Ltd. & Ors. Besides, the work on which the Petitioner was appointed on the work of project which was completed. Work on which Chavan was appointed is of permanent nature and is with the First Party always. So in my considered view, the ratio laid down by the Apex Court while deciding the case of Satyanarayan Sharma & Ors. *Vs.* National Mineral Development Corpn. Ltd. & Ors. Does not help First Party to deny the claim of Chavan.

17. In view of the discussion made above I conclude that Chavan qualifies himself to be called as genuine claimant by serving for 240 days with First Party to go and succeeds in showing that, he cannot be covered under Section 2(oo)(bb) of Industrial Disputes Act. So I conclude that, he succeeds in showing that the provisions of Section 25(f) of Industrial Disputes Act are applicable to him and those are not followed and as such decision taken by the Fisrt Party in not giving new appointment is nothing but, retrenchment under Section 25(f) of Industrial Disputes Act. So I conclude that said decision of the First Party in not giving appointment to Chavan is illegal and requires interference. So I answer this Issue in the Negative.

18. In view of the discussions made above I conclude that, the Reference of Chavan is required to be allowed with directions to First Party to absorb him.

19. As far as his back wages are concerned nobody has made out any case except making bold statement in Statement of Claim that, he be reinstated with back wages. No specific case is made out by Chavan in his Statement of Claim, except making it a statement in Statement of Claim.On the contrary in the affidavit at Exhibit 20 he prayed to pass appropriate orders. That means he is not particular about relief of back wages. Even in the Reference it is asked to decide "Whether the decision of the Management is illegal or otherwise and if not, what relief can be given ?"

20. It is to be noted that First Party is a nationalized Bank. Chavan did not work with it from last appointment tenure. So if we consider all this coupled with Chavan's claim, I conclude that, at the most Chavan can be reinstated without giving benefits of back wages. Hence, the order :

ORDER

(a) Reference is allowed partly;

(b) First Party is directed to absorb B.S. Chavan with its employment.

(c) In the circumstances there is no order as to costs.

At Mumbai,
dated this 12th April, 2006

A.A. LAD, Presiding Officer

नई दिल्ली, 23 मई, 2006.

का. आ. 2359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस. जी. एस. (इंडिया) प्रा. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/105 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2006 को प्राप्त हुआ था।

[सं. एल-36011/4/2005-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 23rd May, 2006

S.O. 2359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/105 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the management of M/s. SGS (India) Pvt. Ltd. and their workmen, which was received by the Central Government on 22-05-2006.

[No. L-36011/4/2005-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

CAMP AT GOA

Reference No. CGIT-2/105 of 2005

PRESENT:

Shri A. A. Lad, Presiding Officer

Employers in relation to the management of M/s. SGS (India) Pvt. Ltd., Goa.

AND

Their workmen

APPEARANCES:

For the Management : Shri Dilip Rege, Representative

For the Workman : Shri Ulhas Gurav, President, Goa Port and Dock Employees' Union.

Goa, dated the 19th April, 2006

AWARD

Reference was made by Under Secretary, Government of India, Ministry of Labour under Clause (d) of Sub-section (1) and 2(A) of Section 10 of the Industrial Disputes Act, referring that :

"Whether the action of the management of M/s. SGS India Limited, Goa in not effecting to the demand of the Goa Port and Dock Employees' Union vide their letter No. GPDEU/SGS/03-04/705 dated 15-12-2004 is legal and justified ? If not, to what relief the Union is entitled for ?"

Pursuance of the References notices were served on both the parties. In result of it they appeared with compromise Exhibit 8 intimating that dispute is settled between both of them in terms of Exhibit 8.

2. As dispute is settled in terms of Exhibit 8 and it is admitted by both who were present before me on 18-4-2006 and admit the contents of Exhibit 8. In result I proceed to pass the following order :

ORDER

Reference No. CGIT-2/105 of 2005 is disposed off in terms of Exhibit 8.

CAMP AT GOA,

Dated this 19th day of April, 2006.

A. A. LAD, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2

Ref. No. CGIT-2/105 of 2005

The President Party I
Goa Port and Dock Employees' Union

V/s.

M/s. SGS India Private Limited Party II

MAY IT PLEASE YOUR HONOUR

Parties to the above reference have amicably settled on the subject matter in the above reference on the mutually agreed terms and pray that an award be passed in terms thereof :—

01. It is agreed between the parties that Management will enhance existing medical allowance of Rs. 8050 to Rs. 9050 per annum effective from the year 2005, to permanent employees.

    Injuries/accidents on duty and accidental death while on duty is covered under Workmen's Compensation Act, 1923 under corporate insurance policy for workers from Bajaj-Allianz.

02. It is further agreed between the parties that Management will pay the following three employees the amount shown against their names, being lumpsum amount in lieu of wage revision for their casual job and subsequent regularisation.

    (a) Mr. Bhagwan Dhawade Rs. 9,000

    (b) Mr. Sanjay Joshi Rs. 9,000

    (c) Mr. Gopi Manjrekar Rs. 9,000

03. Management further agrees to supply good quality safety shoes to all permanent employees once in two years as per the prevailing practice.

04. In view of the above amicable settlement between the parties, it is prayed that an award be passed in terms of this settlement and the reference be disposed of accordingly.

FOR EMPLOYER/PARTY II FOR THE UNION/PARTY I

Mr. Dilip Rege
Branch Manager

Mr. Ulhas Gurav
President
Goa Port and Dock
Employees' Union

नई दिल्ली, 23 मई, 2006

का. आ. 2360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,

जयपुर के पंचाट (संदर्भ संख्या 41/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2006 को प्राप्त हुआ था।

[सं. एल-41012/179/2000-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 23rd May, 2006

S.O. 2360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 23-5-2006.

[No. L-41012/179/2000-IR (B. 1)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-41/2004

Reference No. L-41012/179/2000-IR (B. I)

Sh. Ranjeet Ram,
S/o Sh. Teja Ram Megaram,
R/o Jetser,
Distt. Sri Ganganagar ... Applicant

Versus

1. The Divisional Railway Manager,
Northern Railway,
Bikaner (Raj).

2. Senior Divisional Personnel Officer,
Northern Railway,
Bikaner (Raj.) ... Non-applicants

PRESENT:

Sh. R. C. Sharma, Presiding Officer.

For the applicant : Sh. M. F. Baig.

For the non-applicants : Smt. Maya Jain.

Date of award : 13-4-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 and 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Northern Railway, Bikaner in terminating the services of Sh. Ranjeet Ram is justified ? If not, what relief he is entitled to ?"

2. The claimant has pleaded in his claim statement inter alia that he was employed as a Gangman under the Permanent Way Inspector, Northern Railway at Jaitsar w.e.f. 24-5-84, who continuously worked till 4-7-86, but on 5-7-86 his service was terminated without serving upon him a legal notice, nor the payment of salary in lieu of the notice nay the retrenchment compensation was given to him. He has stated that he had put in over 240 days of work in each calendar year prior to his termination. He has also stated that at the time of terminating his service the junior persons to him were working with the management and that the seniority list under Rule 77 of the I. D. Rules 1958 was not prepared. He has further stated that subsequent to his termination new appointments have been made by the management. It has also been contended that he has filled up his form for screening on 9-12-95 and was directed to appear on 27-12-95 before the management, but he was declined to participate in the screening. He unsuccessfully raised an industrial dispute before the ALC in the year 1997 and thereafter on 15-9-2000 he preferred a writ petition before the Hon'ble Rajasthan High Court and in pursuance of the direction of Hon'ble High Court this reference has been made by the competent Government. He has urged that his termination order dated 5-7-86 be declared as illegal and unjustified and he be reinstated in the service with back-wages.

3. Resisting the claim, the non-applicants in their written-counter have averred that the workman has raised the industrial dispute after the expiry of 11 years, that he never worked for 240 days with the management and that he was engaged for a specified job and for a specified period. It has further been contended that up to 5-7-86, he had worked in the broken spells and had left the job on his own. The non-applicants have also denied to have retained the junior persons to the workman and the appointment of the new hands subsequent to his termination. The non-applicants have categorically stated that under the special circumstances for the maintenance of the railway tracks, the casual labourers were employed and on completion of the work the employment was not considered necessary and it was discontinued.

4. On the pleadings of both the parties, the following points for determination were framed :—

1. Whether the workman was employed on 24-5-1984 as a gang man by the non-applicant railway, who has continuously worked up to 4-7-1986 and whose service was terminated on 5-7-1986 in violation of provision under Section 25-F of the Act ? BOA

II. Whether at the time of terminating the services of the workman the junior persons to him were retained by the non-applicant railway in violation of provisions under Section 25-G of the Act ? BOA

III. Whether after the termination of workman, the fresh hands were recruited by the non-applicant railway in violation of provision under Section 25-H of the Act ? BOA

IV. Whether on being belatedly raising the industrial dispute it is liable to be rejected ? BONA

V. Relief, if any.

5. In the evidence, the workman has submitted his affidavit and in the rebuttal, the counter-affidavits of MW-1 Chandra Kumar, Permanent Way Inspector and MW-2 Ram Niwas, Assistant Engineer were placed on the record. All these witnesses were cross-examined by the respective opposite representative. The workman has also adduced the documentary evidence.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under.

Points No. I and IV

7. Since both these points are interlinked, they are being discussed together hereunder.

8. The ld. representative for the workman contends that the workman was initially appointed on 24-5-84 as a gangman at Jaitsar who continuously worked till 5-7-86 when his service was terminated. His submission is that this period of employment is not disputed. He has then contended that on the basis of service record. Ex. W-1(C), it is proved that the workman had put in 618 days of service with the non-applicant railway management and had completed 240 days of actual service during the calendar year preceding to his termination. His submission, therefore, is that terminating the service of workman without complying with the provision under Section 25-F of the Act amounts to illegal termination. The ld. representative has also contended with regard to the plea of the non-applicants that to prove the plea under Section 2(bb)(oo) the non-applicants have not produced any agreement, nor the fixed period was shown for which he was employed. The management witnesses have stated on oath which has been denied by the workman on oath. He has further challenged the testimony of the management witnesses by arguing that no proof could be produced on behalf of the non-applicants that the workman was employed during the emergency period, that no sanction has also been filed and that no relevant document was placed on the record. He has further contended that the job of gangman is permanent which has not been ceased. The ld. representative has also assailed the plea of abandonment adopted by the non-applicants and has urged that the delay can be condoned in the matter.

9. Per contra, the ld. representative for the non-applicants submits that the workman has to prove his own case that he had completed 240 days of actual service with the non-applicants. The next contention advanced on behalf of the non-applicants is that during the emergency in the year 1984, on account of the exigencies of the work some extra labourers were required, whose employment was accorded on the basis of Temporary Labour Application (for short, TLA) by the higher authorities as per the requirement of the work, that the workman on 4-4-86 had taken with himself the identity card issued by the railway department. It has also been contended that the workman had raised the industrial dispute on 24-2-97 before the conciliation officer after the lapse of 11 years and the delay has not been explained by him. The next plea put forward on behalf of the non-applicants is that the workman was employed for a specified period and for the specified job and on the expiry of the term his employment automatically came to an end.

10. I have bestowed my anxious consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me by both the parties.

11. Now, the first question which crops up before me for determination is as to whether the claimant was employed by the non-applicant establishment on regular basis ?

12. The workman in his affidavit has deposed that he was regularly appointed to the post of gangman on 24-5-84 by the railway department. But in his cross-examination he has admitted that the vacancy of the post was not advertised, that his name was not registered in the employment exchange, that no written appointment letter was issued in his favour and that he had not gone through the screening test before his employment. He has further stated that his attendance was marked in the attendance register but no proof thereof could be adduced before the Court. On these facts it is crystal clear that the workman was not regularly selected to the post of gangman.

13. Now, I switch to the another question whether the workman has completed 240 days of actual service under the employment of the railway department in a calendar year preceding to his termination or contrary to it his termination of service was as a result of non-renewal of contract of employment on its expiry.

14. The workman to strengthen his claim has relied upon several documents out of which a few documents are

material which find mention herebelow. Ex. W-1(A) is the particulars of initial appointment. Ex. W-1(C) is the record of service as casual labour. It discloses that the workman was initially engaged as a casual labour w.e.f. 24-5-84 who worked in different periodical renewals till 4-7-86 and to illustrate, he worked from 24-5-84 to 16-6-84, from 18-6-84 to 17-7-84, from 20-7-84 to 18-8-84, from 15-9-84 to 14-10-84 and so on. On the basis of this record the workman has claimed that he had completed 240 days of actual work during the preceding calendar year from 5-7-86 to 4-7-86. It is the undisputed document and if the total number of working days are calculated, the workman has completed over 240 days in the calendar year preceding to his termination. But contrary to it, the non-applicants have sought to contend that the workman was orally employed for a specified period, which was renewed from time to time during the emergency period and on the expiry of the contractual period his employment automatically came to an end.

15. To corroborate this plea, the railway department has examined MW-1 Chandra Kumar, Permanent Way Inspector and MW-2 Ram Niwas Jat, Assistant Engineer. MW-2 has deposed in his affidavit that in accordance with the policy dated 29-11-83 during the emergency for maintenance of tracks and security patrolling, the casual labourers were orally engaged on daily wages for a specified term in accordance with the TLA on requirement basis. He has further stated that these workmen were again engaged for a specified period on the basis of TLA and for the last time they were engaged from 5-6-86 to 4-7-86. Elaborating the procedure he has stated that a notice used to be pasted on the notice board and on the basis thereof the daily wagers were employed. He has categorically stated that the concerned workmen while engaging them on daily wages were clearly told the specified period of employment and he was also intimated that on the expiry of the contractual term the contract would automatically come to an end. In the cross-examination, he has stated that the circular dated 29-11-83 has not been placed before the Court, but in continuation of his statement he has further clarified that he has brought this circular with him. But the ld. representative for the workman did not seek to get it placed on the record by this witness. He has further stated that on the basis of temporary labourer application (TLA), the sanction for engaging the workman temporarily for a maximum period of 90 days at an instance is being accorded by the competent authority, on the basis thereof the workman used to be employed.

16. Similarly, MW-1 Chandra Kumar has also categorically deposed in his affidavit that the workman was engaged on oral contractual basis for a specified period and for specific job and these facts were clearly told to him while he was engaged.

17. The workman's letters Ex. W-4 and W-8 also deserve to be focused on this point. Ex. W-4 is the letter dated 14-9-89 written by the workman to the DPO wherein he has requested that he had worked from 24-5-84 to 5-6-86 as casual labourer under the Permanent Way Inspector and now it is learnt that the card holder labourers are being re-employed in the railway department. He, therefore, has urged to re-employ him as a gangman. Similar is the letter Ex. W-8 dated 24-12-96 addressed to DPO wherein he has reiterated these facts. It is reflected from both these letters that he had never raised this point that his service was terminated, rather he had urged that he had previously worked as a casual labourer and since the labourers are being given the job again, his case should also be considered. Apart it, Ex. W-1 (C) only indicates that the workman was employed on periodical tenures. Above all, the workman in his cross-examination has admitted that he used to perform the job of putting the ballasts along with the sides of the railway track. Admittedly, the workman was engaged under the Permanent Way Inspector, whose duty is to inspect the track and to maintain it. It too appears that the services of workman was were availed by the department for laying the railway track and putting ballasts along with the sides of the railway track.

18. It, therefore, flows from the aforestated facts that the claimant was employed for specific job and for specified period and his term of employment came to an automatic end on the expiry of the contractual term. Further, there is no evidence that the job on which he was employed was perennial in nature, whereas the non-applicants have categorically stated that he was intermittently employed to carry out the specified job. Thus, the instant controversy is covered by the excluding clause enunciated under Section 2(oo) (bb) of the Act.

19. The ld. representative for the non-applicants have invited my attention towards 1999 (1) WLC Raj. 394, the facts thereof are that the workman was appointed as chowkidar on daily wages basis in the project in February, 1986 who continuously worked till 31-10-87 and whose appointment letters were issued extending the terms of appointment from time to time. On these facts, the Hon'ble Court has observed that if the work is not of perennial nature and the project is likely to be finished after some-time, then it cannot be held that giving tenure postings amounts to unfair labour practice. The Hon'ble Court has further expresed the views as below :—

> "Similarly, in Himanshu Kumar Vidhyarthi and others *Vs.* State of Bihar and others, 1997 (4) SCC 391, it has been held that the provisions of retrenchment are not applicable in the cases of casual employees".

20. The facts of the referred to case squarely cover the controversy at hand and the contention advanced on

behalf of the railway department is fortified from the decision supra.

21. Contrary to it, the ld. representastive for the workman in support of his submission has placed reliance on 1985 (II) LLN SC 1037; 1996 Lab IC MP 1161; 1992 Lab IC 909, 1994 II LLJ Kerala 373; 1987 Lab IC Allahabad 1607 and 1996 (1) LLN P & H 934. But the facts of all these referred to case do not bear the resemblance with the controversy at hand having the distinguishable features and lend no support to the submission advanced on behalf of the ld. representative for the workman.

22. Now, the another crucial question involved this case is the inordinate delay in raising the dispute. It has been contended on behalf of the non-applicants that the workman has raised the industrial dispute after the expiry of nearly 11 years, which has been sought to refute by the workman on the ground that he was availing the other remedies. The workman has alleged that his service was terminated w.e.f. 5-7-1986. As stated earlier, vide letters Ex. W-4 dated 14-9-89 and Ex. W-8 dated 24-12-96 the workman has urged to the DPO that he is a card holder and he may be considered for reemployment by the department. Obviously, vide both these letters he had not assailed the termination. It is for the first time that on 24-1-96 he issued legal notice Ex. W-6 to the non-applicants challenging his termination and admittedly he raised the industrial dispute vide Ex. W-9 on 10-11-97 before the ALC. As such, the industrial dispute has been belatedly raised on expiry of nearly 10 to 11 years of his termination and no reasonable explanation could be offered on behalf of the workman.

23. The ld. representastive for the workman in support of his submission has relied upon AIR 1999 SC 1351 (Ajaib Singh *v.* Sirhind Cooperative Marketing-cum-Processing Service Society Ltd. and Anr.) and JT 2001 (5) SC 592. In contrast, the ld. representative for the non-applicants has placed the reliance upon 2002 (1) WLC (Raj.) 501.

24. In 2002 (1) WLC (Raj.) 501, the workman had raised the industrial dispute on expiry of inordinate delay of 8 years and the workman had completed 395 days of actual service with the non-applicant establishment. On behalf of the respondent workman in the referred to decision the reliance was placed upon the case of Ajaib Singh *v.* Sirhind Cooperative Marketing-cum-Processing Service Society Ltd. and Anr. and the Hon'ble Court while referring this decision has relied upon 2000 (2) SCC 455 and the observation of the Hon'ble Court is gainfully quoted as below :—

> "The matter has been considered by their Lordships of the Supreme Court in the case of Nedungadi Bank Ltd. *Vs.* K. P. Madhvankutty & Ors. [2002 (2) SCC 455] re- the effect of delay in raising the industrial dispute by the workman on the merits of the matter. Their Lordships of the Supreme Court held as under :
>
> "6. Law does not prescribe any time-limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to receive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service. At the time reference was made no industrial dispute existed or could be even said to have been apprehended. A dispute which is stale could not be the subject-matter of reference under Section 10 of the Act. As to when a dispute can be said to be stale would depend on the facts and circumstances of each case"

25. The Hon'ble Court goes on to say at para 26 "the reference may have to another decision of the Apex Court in the case of Balbir Singh *Vs.* Punjab Roadways & Anr. [2000 (1) SCC 133] therein their Lordships after considering the case of Ajaib Singh (supra) relied by the learned counsel for the respondent workman held as under :

> "5. The learned counsel for the petitioner strenuously urged that the Tribunal committed error in denying relief to the workman merely on the ground of delay. The learned counsel submitted that in industrial dispute delay should not be taken as a ground for denying relief to the workman if the order/ orders under challenge are found to be unsustainable in law. He placed reliance on the decision of this Court in the case of Ajaib Singh *v.* Sirhind Coop. Marketing-cum-Processing Service Society Ltd."
>
> "6. We have carefully considered the contentions raised by the learned counsel for the petitioner. We have perused the aforementioned decision. We do not find that any general principle as contended by thr learned counsel for the petitioner has been laid down in that decision. The decision was rendered on the facts and circumstances of the case, particularly the fact that the plea of delay was not taken by the management in the proceeding before the Tribunal. In the case on hand the plea of delay was raised and was accepted by the Tribunal. Therefore, the decision cited is of little help in the present case. Whether relief to the workman should be denied on the ground of delay or it should be

appropriately molded is at the discretion of the Tribunal depending on the facts and circumstances of the case. No doubt the discretion is to be exercised judicially. The High Court on consideration of the matter held that there was no ground to interfere with the discretion exercised by the Tribunal. We are not satisfied that the award of the Tribunal declining relief to the petitioner, which was confirmed by the High Court suffered from any serious illegality which warrants interfere by this Court. Accordingly, the special leave petition is dismissed."

26. In view of the decisions rendered by the Hon'ble Apex Court the Hon'ble Rajasthan High Court has observed "even if it is taken that the respondent workman was in the service of the petitioner, he has completed 240 days of services in one calendar year and his services were terminated in violation of the provisions of Section 25-F and 25-G of the Industrial Disputes Act, 1947, still on this ground of inordinate delay made in raising the industrial dispute no relief deserves to be granted to him. The respondent workman was only a daily wager with the petitioner as per his case for 395 days only. He was appointed after selection .....".

27. The facts of this case are applicable with full force to the controversy at hand. The decisions relied upon by the workman in support of his submission on this point finds mention in this decision and on facts the ld. representative for the workman does not derive any help from the decisions referred to by him. Since the industrial dispute has been raised belatedly by the workman and no explanation could be rendered, the inordinate delay in raising the industrial dispute cannot be condoned and his claim cannot be accepted.

28. The next pertinent question which calls for determination is that the reference does not have any mention of the termination date, which renders the workman's case as vague and indefinite. Though much controversy has not been raised on this point, yet in view of the decisions delivered by the Hon'ble Rajasthan High Court in 2002 (2) RLW 448 and 2002 (2) RLW 354, it has been held that jurisdiction cannot be centered on the Tribunal by mere consent of both the parties. It cannot be ascertained that the reference has been made with regard to the correct date of termination. No attempt was made on behalf of the workman to get the reference amended in this regard. Therefore, the workman has failed to show as to on which date his service was terminated which too renders his claim as vague and indefinite.

29. In conclusion, both these points are decided against the workman and in favour of the non-applicants.

Point No. II

30. The ld. representative for the workman contends that the workman's case is strong since the non-applicants have not prepared the seniority list and at the time of terminating his service the junior persons to him were working with the non-applicant department. The ld. representatives for the non-applicants has sought to controvert this submission by contending that no seniority list was required to be prepared by the department and that no juniors were retained.

31. The workman though has pleaded in his claim statement that while his service was terminated the junior persons to him were retained by the department but the names of such persons could not be disclosed by him neither in his claim statement nor in his affidavit. Thus, no evidence could be adduced on behalf of the workman to substantiate his plea. As such, this point is decided against the workman.

Point No. III

32. The workman has also put forth a plea that subsequent to his termination the new appointments were made by the non-applicant department, which has been disputed on behalf of the non-applicants.

33. In the claim or in his affidavit, the workman has not spelt out the names of those persons who were subsequently appointed to his termination. To a question put to him in the cross-examination, he has stated that Khema Ram & Nemichand were appointed after his termination, whose appointment orders were issued, but has further admitted that he has not seen such appointment orders. The plea adopted by this workman is indefinite and no evidence could be brought on the record to corroborate his deposition that fresh hands were recruited as beldars by the non-applicant department subsequent to his termination. Accordingly, the workman fails to discharge the onus of this point too, which is decided against him.

RELIEF

34. For the foregoing reasons, the workman is entitled to no relief.

35. In the result, the reference is answered in the negative against the workman and in favour of the management and it is held that the workman's termination is justified. His claim is dismissed. An award is passed in these terms accordingly.

36. Let a copy of the award be sent to the Central Govemment for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 24 मई, 2006

का. आ. 2361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 12/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2006 को प्राप्त हुआ था।

[सं. एल-41012/151/2002-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th May, 2006

S.O. 2361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2004) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railway and their workmen, which was received by the Central Government on 24-5-2006.

[No. L-41012/151/2002-IR (B. I)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

PRESENT :

Shri H. A. Hazarika, Presiding Officer, CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 12 of 2004

In the matter of an industrial dispute between :—

The Management of N. F. Railway, Guwahati.

Versus

Their workmen represented by the General Secretary, Rail Mazdoor Union, 27/B, Rest Camp, Pandu.

Date of Award : 19-05-06

AWARD

1. The Government of India, Ministry of Labour, New Delhi, vide its order No. L-41012/151/2002-IR (B-I) referred this Industrial Dispute arose between the employers in relation to the Management of the General Manager (P), N. F. Railway, Guwahati and their workmen, Sri Priotosh Mazumdar, Dental Mechanic, N. F. Railway to adjudicate and to pass an award on the strength of powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) on the basis of the following Schedule :

SCHEDULE

"Whether the action of the Management of N. F. Railway, and Chief Medical Director, N. F. Railway in not considering the post of Dental Mechanic as highly skilled artisan and thereby not allowing the pay scale of Rs. 5,000-8,000 revised under the Vth Pay Commission w.e.f. 1-1-96 is justified ? If not, what relief Shri Priotosh Majumdar, Dental Mechanic is entitled to ?"

2. The matter was initially referred to State Industrial Tribunal, Guwahati and on being establishment of this CGIT-cum-Labour Court, North East Region, Guwahati, the matter is transferred and received by this Tribunal on 16-12-04 for disposal as per procedure.

3. On being appeared by both the parties the proceeding is proceeded here for disposal being Numbered 12/2004 as per Procedure.

4. The case of the Workman Sri Priotosh Majumdar in brief as agitated by the Union is that Sri Priotosh Majumdar was appointed in the N. F. Railway in 1972 with the Scale of Rs. 150-240 (pre-revised) as Dental Mechanics in the successive Pay Commissions of 3rd and 4th Pay and scale the Dental Mechanics post was made equivalent to Fitter Grade-I and Senior Clerks. But while implementing the recommendations of the 5th Pay Commission the Management have made the post of Dental Mechanic below the Post of Fitter Grade-I and Senior Clerk in the concerned Railway. This is against the service Rules and principles of Natural Justice.

5. That the workman since very inception of his appointment has been performing his job as a highly skilled artisan staff and deserves the pay and scale of Rs. 5,000-8,000 as per 5th Pay Commission. But he is deprived by the Management from getting the benefits under 5th Pay Commission though he was deserved. He filed a series of representations and also made personal approach but the Management did not allow him the benefit he entitled. When he failed to get the redress from the Chief Medical Superintendent, Central Hospital, Maligaon he approached the Union to get benefit. The Conciliation proceeding was held before the Assistant Labour Commissioner (Central) Guwahati but the same is failed to arrive at conclusion. Consequently this reference was made by the Ministry of Labour, New Delhi. Now for the workman it is prayed that he may get the benefit under 5th Pay Commission with the scale Rs. 5,000-8,000 as highly skilled artisan staff with effect from 1-1-1996.

6. The case of the Management in brief that the Workman was appointed as a Para Medical Staff. He was not appointed as artisan staff. At the time of his appointment his pay scale was Rs. 150-240. The recruitment Rules of the artisan of the Dental Mechanic are completely different. The artisan staff must have standard Trade Test

according to their syllabus. There is no such provision of Standard Trade Test in case of Dental Mechanic as the posts of Dental Mechanics are not artisan. There is circular issued by the Railway Board in case of Revision of Pay Scale under 5th Pay Commission which is containing in two Annexures-A & B. Annexure-B is revised Pay Scale categories staff, Annexure-A covers all the categoris of staff other than Annexure-B. The Pay fixation benefit of workman concerned is given as per Annexure-A, Serial No. 7. The workman is not entitled to any benefit under Annexure-B. The workman is not entitled to the benefit of highly skilled artisan as he is not a artisan as such he is not entitled to the scale of Rs. 5,000-8,000. No injustice is done to the workman concerned.

7. The Management examined Sri Bulon Choudhury, Personnel Inspector of Grade-1, who is cross-examined by learned Advocate Mr. K. K. Biswas for the workman. The solitary Management witness stated in his evidence that the workman is not an artisan staff and as the workman is a Dental Mechanic, he is not entitled for the scale of highly artisan staff. The highly artisan staff must have standard Trade Test according to their syllabus but no such Trade Test was made in case of Dental Mechanic. The Ext. 3 is the photo copy of the circular dated 16-10-97 containing in 2 Annexures A & B. The Management witness is cross-examined by the learned Advocate for the union. But the workman did not appear as witness. So also from the end of the union none has come as witness for the workman.

8. Heard argument submitted by the learned Advocates Sri S. Bhattacharjee for the Management and Smt. M. Bora for the Union.

9. Perused the Written Statement submitted by both the parties also perused the documents exhibited by the Management. No document is exhibited by the workman or union. Perused the evidence including cross-examination deposed by the solitary witness, N. F. Railway, the Management. It is found that the designation of workman Priotosh Majumdar was Dental Mechanic. He was initially appointed as Para Medical Staff. He was not appointed as artisan staff or highly skilled artisan staff. The recruitment Rules of artisan staff and Dental Mechanics are completely different. Perused the Ext. 2 the qualification etc. for direct recruitment ..... I found the workman has not appeared for Standard Trade Test. He has not covered by Annexure-B because in the Annexure-B certain categories of posts are mentioned with their scale but in this Annexure-B the category of Dental Mechanic is not included. There is another Annexure-A in which the pay scale are shown and pay scale of Dental Mechanic has showed from Rs. 4,000-6,000 in the Revised Scale. Here also the present pay scale of the workman does not cover from Rs. 5,000-8,000. What I find the claim of the workman has got no legal force. He is not entitled to for pay scale Rs. 5,000-8,000 under 5th Pay Commission.

10. Under the above facts and circumstances, I find the workman is not entitled to get the scale of highly skilled artisan staff and of the pay scale of Rs. 5,000-8,000 as per 5th Pay Commission report as he claimed. Hence, the action of the Management and Chief Medical Director, N. F. Railway is justified for not allowing the benefit of scale of Rs. 5,000-8,000 as per 5th Pay Commisison to the workman. Accordingly the Schedule is decided against the workman. The workman is not entitled for any relief.

11. Send the award to the Government immediately as per procedure.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 24 मई, 2006

का. आ. 2362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथोलिक सिरिन बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकूलम के पंचाट (संदर्भ संख्या 5/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/437/2000-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th May, 2006

S.O. 2362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Catholic Syrian Bank Ltd. and their workmen, which was received by the Central Government on 24-5-2006.

[No. L-12012/437/2000-IR (B. I)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P. L. Norbert, B. A., LL.B., Presiding Officer

(Thursday the 11th day of May, 2006/21st Vaisakha, 1928)

I. D. No. 5/2006

The General Secretary,
The Catholic Syrian Bank Staff Association,
P. B. No. 506, AIBEA House,
Kaliath Royal Square,
Palace Road,
Thrissur-680020 ... Workman/Union

The Chairman,
The Catholic Syrian Bank Ltd.,
Head Office,
Thrissur-680 020 ... Management

By Advocate Sri K. Anand

AWARD

This is a reference made by Central Government under Section 10(1)(d) and (2A) of Industrial Disputes Act, 1947. The reference was originally made to the State Labour Court. Later it was transferred to this court as per the order of the Hon'ble High Court of Kerala. The reference is :—

> "Whether the action of the management of Catholic Syrian Bank Ltd. in imposing the punishment of dismissal from service of the Bank with effect from 31-8-1999 on Shri Tomy P. Stephen, sub-staff (Peon), Mumbai Zonal Office for certain misconducts alleged to have been committed by the workman is just and fair ? If not, to what relief the workman is entitled ?"

2. On notice both sides entered appearance and filed their statements. According to the claimant (worker) he was appointed as a sub-staff (Peon) in Catholic Syrian Bank Zonal Office, Mumbai in the year 1980. He had been working in Mumbai since then. As Peon he had to attend to duty in the Zonal Office as well as to do outside duty like going to other branches of the bank, post office etc. There were three peons in the Zonal Office in the year 1988. But for two weeks prior to 13-5-1998, two peons were on leave and the entire work of the Zonal Office had to be done by the claimant. Because of the heavy work the claimant became tired in the afternoon of 13-5-1998. He came back after outside duty to the bank at about 3.00 p.m. on 13-5-1998. Since he felt exhausted and was having headache and fever he sought permission of Assistant General Manager to take some rest. It was allowed. The claimant went upstairs to the dining room and lied down for some time. Due to exhaustion the claimant fell asleep. One of the officers then came to the dining room and finding the claimant asleep he was woken up and asked to attend to office duty. Since the claimant was tired and was half asleep the claimant raised voice a bit and pleaded for sympathetic consideration and not to force him to work like a slave. This was not liked by the officer who woke him up and another officer who had accompanied him. The officers alleged that the behaviour was disorderly and amounts to disobedience of the orders of superior officers and the claimant was drunk. Thereafter the claimant was not allowed to work or mark his attendance. After two days the claimant was suspended from service and later a charge sheet was issued to him alleging misconduct, drunkenness, riotous and disorderly behaviour and wilful disobedience. The claimant filed reply to the charges levelled against him. But the authority of the bank was not satisfied with the explanation of the claimant and an enquiry was ordered. An officer of the bank was appointed as an Enquiry Officer. All the allegations in the charge sheet were found to be true and the claimant was reported to be guilty of all the charges. Thereafter the Disciplinary Authority dismissed the claimant from service. Though an appeal was filed before the Appellate Authority the report was confirmed by the Appellate Authority. The witnesses examined on the side of the management were tutored witnesses and the Enquiry Officer himself was inferior to the first witness who was examined on the side of the management. The claimant was not examined by a medical practitioner for testing alcohol. There is no evidence to prove drunkenness. The claimant is being victimised by the management. The Enquiry Officer failed to note that the claimant was in an exhausted condition at the time of the alleged incident. There is no record of having either warned or any disciplinary action taken prior to this incident. The Enquiry Officer was biased and took a partisan attitude. No disciplinary action was taken by the employer any time prior to the alleged incident. The claimant had been working in the bank for 18 years without any complaint. The claimant is the sole bread-winner of his family consisting of wife and children. Hence he prays to set aside the findings of enquiry officer and direct reinstatement of the claimant with back wages.

3. The management filed written statement refuting the contentions of the claimant. This court has no jurisdiction to adjudicate the dispute. The Labour Court in Mumbai alone is having jurisdiction to decide the dispute. The claimant on 13-5-1998 at about 3.30 p.m. was found heavily drunk and when he was asked to attend to office duty he abused the Chief Manager, Deputy Manager and Assistant General Manager of the Zonal Office, Mumbai in filthy words. The claimant had behaved similarly on previous occasions also he was thoroughly warned against future recurrence. Because of the misconduct of the claimant a charge sheet was given to him and a domestic enquiry was conducted. The Enquiry Officer conducted the enquiry proceedings fully complying with the principles of natural justice. The workman was allowed to be defended by the General Secretary of Union. The workman and the defence representative attended and participated in the entire proceedings of enquiry. All the management witnesses were cross-examined. The claimant was given opportunity to adduce defence evidence. In the enquiry the claimant was found guilty of all the charges of drunkenness, riotous and disorderly behaviour and wilful disobedience of the direction of officers of the bank. Considering the gravity of the misconduct he was dismissed from service. The workman filed an appeal, but was dismissed. There was no heavy work in the zonal office at any time and the averment of the workman that he was burdened with heavy work is not true. The workman had not reported that he was unwell on 13-5-1998 afternoon. He had not sought permission of AGM for taking rest. The

Enquiry Officer was a senior officer of the bank. The workman was working under the control of AGM and the Enquiry Officer was not under the control of AGM. Therefore, there was nothing wrong in the appointment of enquiry officer. The workman after the incident had left the bank and there was no occasion for the management to get him examined medically. It is on the basis of the evidence that the Enquiry Officer found the workman guilty. Considering the seriousness of the misconduct he was dismissed from service by the Disciplinary Authority. The finding and the punishment are legal and proper.

4. The points for consideration are :

(i) Whether the Enquiry Officer has complied with principles of natural justice ?

(ii) Is the workman guilty of misconduct ?

(iii) Is the punishment proper ?

(iv) Reliefs and cost.

The evidence consists of the oral testimony of MW1 and the documentary evidence of Ext. M1 on the side of the management and WW1 on the side of the workman.

5. **Point No. 1 :**

The worker alleged that the Enquiry Officer was biased and had adopted a partisan attitude. The Enquiry Officer was a person of lower rank than the complainant (Assistant General Manager of Zonal Office, Mumbai). The Enquiry Officer has not given valid reasons for finding him guilty. When the worker was in the box (WW1) he had a further case that no witnesses were examined and no documents were marked on the side of the worker. But he does not say that no opportunity was given by Enquiry Officer to adduce evidence. Thus the worker has no specific case that the principles of natural justice were not complied by the enquiry officer. The Enquiry Officer was examined as MW1. He stated that worker was given Charge-sheet. He was represented by General Secretary of the union who was the defence representative. The management was represented by the Presenting Officer, Assistant manager (Law) of Head Office, Thrissur. Four witnesses were examined on the side of the management and documents were marked. The witnesses were cross-examined by the defence representative. Thereafter the worker was given opportunity to adduce evidence on his side. But no evidence, either oral or documentary was adduced by him. Hence the evidence was closed and the worker was given opportunity to offer his explanation regarding the allegations in the chargesheet. The explanation was recorded by the Enquiry Officer and contained in Ext. M1 file. Both sides were heard and a finding was entered by the Enquiry Officer. He has also stated that during the enquiry proceedings neither the worker nor defence representative had complained to the enquiry officer regarding any irregularity in the proceedings. When the worker was cross-examined before this court he admitted that the management witnesses were cross-examined. But according to him the defence representative had not mentioned to him that evidence had to be adduced on defence side. The worker and the defence representative were present all along the enquiry proceedings. Thus the enquiry was conducted according to the procedure and in compliance with the principles of natural justice. If the worker had not thought it necessary to adduce evidence on his side, he cannot blame the enquiry officer for lack of defence evidence. The worker was given sufficient opportunity during the enquiry proceedings. The Enquiry Officer at that time was the Chief Manager Incharge (Inspection) of the Head Office at Thrissur. The Enquiry Officer has deposed that he was not a subordinate officer or a person under the control of Assistant General Manager of Zonal Office, Mumbai. The inspection wing where he was working then was under the control of the Head Office of Thrissur. Therefore the allegation of the worker, that the enquiry officer was only favouring the complainant AGM by entering a finding against the worker, cannot stand. There is nothing wrong in appointing an officer of the bank as an Enquiry Officer in a domestic enquiry. Ext. M1 is the enquiry file which contains the entire proceedings conducted by MW1. It was on the basis of the evidence that came out during enquiry that the officer found the worker guilty of the charges, I am not able to find any bias attitude or partisan gesture on the part of the enquiry officer. He has followed the procedure and complied with the principles of natural justice.

6. **Point No. 2**

The alleged incident occurred on 13-5-1998 at about 3.30 p.m. in the Zonal Office, Mumbai. The allegation is that the worker Shri Tomy P. Stephen, Peon of Zonal Office, Mumbai was not seen in the office around 3.00 p.m. when the AGM wanted him. The Chief Manager of the Zonal Office too wanted him. As the worker was not seen in the office the Chief Manager went upstairs looking for him and was found sleeping in the dining room. He tried to wake him up, but in vain. He came down and called the Dy. Manager and went to upstairs again. The worker was woken up. But, he refused to attend to office duty and abused the Chief Manager and Dy. Manager in a loud voice. Hearing some sound from the upstairs the Assistant General Manager went upstairs and intervened. But he was also abused by the worker. Thereafter all the 3 officers and the worker came down. But the worker continued to use filthy language to abuse the AGM and other officers. After some time the worker went away from the office without informing any of the officers. After 2 days he was suspended from service and an enquiry was conducted. On 31-8-1999 he was dismissed from service.

7. The claimant in his claim statement though denies the allegation of drunkness and riotous and disorderly

behaviour, he admits that he was taking rest and had fallen asleep as he was exhausted due to heavy work in the office as two other peons were on leave and he had to do the entire work of the office himself for the past 2 weeks prior to the incident. He also admitted that when the officers woke him up, due to tiredness and irritation he spoke in a loud voice that he should not be made to work like a slave (page 3 of claim statement). He has also a case that it was with permission of AGM that he went upstairs to take rest.

8. In the domestic enquiry four witnesses were examined on the side of the management. MW1 is the Assistant General Manager, MW2 is the Chief Manager, MW3 is the Clerk and MW4 is the Dy. Manager, all of Zonal Office, Mumbai. It is MW2 who had first approached the worker. Thereafter MW4 was called by MW2 and both of them tried to wake up the worker. It is thereafer that MW1, AGM went upstairs hearing some sound in the upstairs. MW1, 2 & 4 have the same version that when the worker was woken up he got wild and started abusing the officers and refused to attend office duty. He was drunk and was behaving in a disorderly manner. The filthy language used against AGM and the other two officers were reproduced by them before the enquiry officer and are recorded by him. It is contained in Ext. M1 file. Vulgar words were used to abuse the senior officers of the Zonal Office. MW3 had not gone to the upstairs. But when the worker came down he witnessed his behaviour in the office. According to MW3 the worker was abusing the officers when he came down to the office. He also entered the cabin of AGM and abused him. Though these witnesses were cross-examined nothing could be brought out to discredit them. No defence evidence was adduced on the side of the worker. That apart, when the worker was examined before this court during cross-examination he admitted that he was in the habit of consuming liquor after office hours. To a specific question by the management lawyer whether he was drunk when he was in the box he said that the smell of liquor might be because of the previous day's consumption of alcohol. That depicts the nature of man. The evidence of MW1 to 4 coupled with the statement of worker before court regarding his drinking habit, proves the case of management that the worker had acted under the influence of liquor on 13-5-1998 at 3.30 p.m. The worker himself has admitted in the claim statement that he had raised his voice a bit when he was woken up by the officers because of exhaustion and irritation. There is nothing on record to assail the version of MW1 to 4. There is absolutely no evidence on defence side to support any of his contentions. If the worker was under the influence of liquor and had abused senior officer of the bank in the office in a loud voice one can imagine what could be the temperament of the person. The evidence and circumstances indicate that the behaviour of worker was disorderly. The AGM denied that either he had given permission or the worker had sought permission to take rest. It is needless to say that the enquiry officer had concluded that the worker was guilty of all the charges levelled against him in the light of the evidence adduced before him. The officer had complied with all the formalities of enquiry and sufficient opportunity was given to the delinquent worker. There are no valid reasons to interfere with the findings of Enquiry Officer. Point is answered against the worker.

9. **Point No. 3 :**

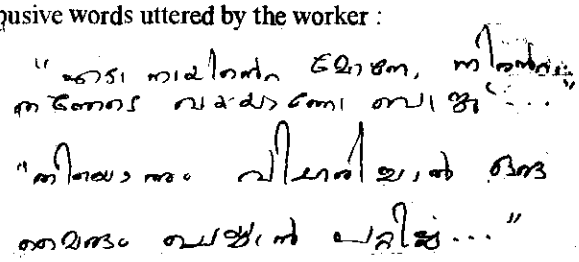
The Disciplinary Authority imposed the punishment after giving a copy of the enquiry report and issuing notice of the proposal to impose punishment. Though the worker had filed an appeal, he did not succeed. Thereafter this reference was made.

10. The main argument of the learned counsel for the worker was that the punishment imposed is excessive and disproportionate to the misconduct. The Labour Court has ample power u/s 11A of I.D. Act to reduce the punishment and reinstate. In support of his contention he relied on the following decisions of hon'ble Supreme Court. In Rama Kanth Misra *V.* State of U.P. AIR 1982 SC 1552 the worker was complaining about the deduction that was being made from his wages for absence from the place of work and late attendance. When his superior officer replied that rules are same for every one including the worker; the latter got angry and used threatening language against the officer. In the enquiry he was found guilty. His service was terminated. He approached the Hon'ble High Court under Art. 227 of the Constitution, but failed. Thereafter an appeal was filed by special leave to Hon'ble Supreme Court. It was held that the worker had 14 years' service and during this period there was no adverse remarks against him. The use of threatening language shows lack of culture but for which extereme penalty of dismissal was too excessive. The punishment was reduced by withholding 2 increments with future effect and the award of the Labour Court was set aside. In Management of Hindustan Machine Tools Ltd., Banglore *V.* Mohd. Usman & Another (1984) 1 SCC 152, the Hn'ble Supreme Court was referring to the power of Labour Court and Industrial Tribunal u/s 11A of I.D. Act. It was observed that the power to reduce punishment given u/s 11A has to be used carefully after evaluating the gravity of the misconduct. The discretion to alter the punishment has to be exercised if the punishment is disproportionately heavy in relation to the misconduct. In AIR 1984 SC 914 (Ved Prakash *V* M/s. Delton Cable India (P Ltd.) a security man of the factory had misbehaved and abused an employee of the factory. The Hon'ble Supreme Court observed that there was no previous adverse remarks against the worker for awarding an extreme penalty of dismissal from sevice even if worker had abused an employee of the factory. The punishment was set aside and the worker was ordered to be reinstated.

11. The learned counsel for the management canvassed for the opposite position relying on the

following decisions. In M.P.E.B. *V.* Jagdish Chandra Sharma (2005) (2) KLT 147 (SC) an employee hit and injured his superior officer at the work place with a tension screw at the back and nose of the officer. Disciplinary action was taken against the employee for breach of discipline in the organization. The Hon'ble Supreme Court observed that when an employee breaches the discipline of an organization and the employer terminates his services it is not open to a Labour Court or Industrial Tribunal to take a view that the punishment imposed is shockingly disproportionate to the charge proved. Such disciplinary action is essential for the prosperity of the organization as well as that of its employees. The punishment of termination of service was upheld. In Mahindra & Mahindra Ltd. *Vs.* N.B. Narawade (2005) (2) KLT 32 (SC) the worker was a fitter in the company. He abused his superior in filthy language. An enquiry was conducted and the worker was found guilty of the charges and he was dismissed from service. The Labour Court though accepted the finding of the enquiry officer, set aside the punishment and ordered reinstatement with 2/3rd back wages. A Writ Petition was filed before the Mumbai High Court and was dismissed. An appeal was filed before Division Bench of the High Court. The order of the Single Judge was confirmed. Thereafter the Hon'ble Supreme Court was approached. In para 22 of the judgement it was observed that the discretionary power u/s-11A is not unlimited. The power can be exercised only when punishment is found disproportionate to the gravity of misconduct so as to distrub the conscience of the court or when there are mitigating circumstances or the past conduct of the workman persuade the court to reduce punishment. In that case there was proof of previous disciplinary action against the worker. The Hon'ble Supreme Court set aside the award of the Labbor Court as well as the order of the High Court of Mumbai and the order of the disciplinary authority imposing the punishment of dismissal of the workman was upheld. In CMC Hospital Emp. Union *Vs.* CMC Vellore Assn. (1987) 4 SCC 691, para 14 (page 707), the Hon'ble Supreme Court had dealt with the power of Labour Court/ Inustrial Tribunal u/s-11A of the I.D. Act. In 2006 (1) KLT SN 31, the Hon'ble Supreme Court observed that the Labour Court or Industrial Tribunal while interfering with the decision of the management should exercise the power u/s-11A judiciously. If the punishment is wholly and shockingly disproportionate to the degree of guilt of the workman then alone the court can interfere. In 2005 (3) KLT 96 (BPC Ltd. *Vs.* Industrial Tribunal), a Division Bench of the Hon'ble High Court of Kerala held that subsequent change of behaviour of the delinquent workman is of no consequence in deterrmining the punishment to be imposed for a guilt of he past. The power u/s-11A is available only when the punishment is found disproportionate to the gravity of the misconduct as to distrub the conscience of the court or the existence of mitigating circumstances or any past conduct of the workman which persuade the court to reduce the punishment. In 2006 (1) KLT SN 17, a Division Bench of the Hon'ble High Court observed that the jurisdiction of the Labour Court u/s-11A of the I.D. Act is not a jurisdiction of sympathy. The discretion has to be exercised when the punishment is found disproportionate to the gravity of the misconduct.

12. Bearing in mind the observations of the Hon'ble Supreme Court as well as High Court regarding the exercise of discretion u/s.11A of I.D. Act by Labour Court and Industrial Tribunal, I will look into the proportionality of the punishment imposed on the workman in the instant case. The workman was found guilty of all the charges levelled against him, namely, drunkenness, disorderly and riotous behaviour and disobedience. I have aleady found that no interference in the findings of enquiry officer is called for considering the evidence. The worker was drunk and was under the influence of liquor at the time of the incident as can be seen from the statements of MW1 to 4 in the Enquiry Report. Besides, before this court the worker (WW1) admitted that he was in the habit of consuming liquor after office hours. At the time he mounted the box of this court he was smelling alcohol as was brought out in the cross-examination. To a specific question whether he was drunk he answered that the smell of liquor was probably due to previous day's consumption of liquor. He did not deny that he was druk. The circumstances and evidence reveal that the worker was in an inebriated condition at the time of the incident. He has admitted that when he was woken up he got irritated due to exhaustion and spoke in a loud voice that he was made to work like a slave. It had come out in evidence before enquiry officer that senior officers right from AGM to Dy. Manager were abused in vulgar and filthy language. It is relevant to extract the abusive words uttered by the worker :



All the witnesses have reproduced almost the same words of abuse uttered by the worker. This was said in a loud voice to the hearing of all in the Zonal Office. AGM was abused more than the Chief Manager and the Dy. Manager. It is needless to say that discipline is the prime factor for the smooth functioning of an office. When that is undermined by a staff of last grade it would be difficult for the officer to control the remaining staff and enforce discipline. There was absolutely no provocation on the part of the officers to make such a revolt. He was merely woken up by the officers and asked to go down to the office and attend duty. Though the worker has a case that he had sought permission of AGM to take rest at about 3.00 p.m. on 13-5-1998, there is no proof. AGM has denied that permission was sought. There is no evidence to show

that the worker had any illness at the time of the incident. He has admitted that he had fallen asleep after 3.00 p.m. in the dining room because of fatigue. All is no excuse to get wild and abuse the superior officers. It is true that for the past two weeks prior to the incident the worker concerned alone was there in the Zonal Office as peon and two other peons were on leave. Therefore, according to the worker he had to perform the duty of three peons. In the afternoon of 13-5-1998 he had some duty outside the office as per the direction of superior officers. When he came back he was tired and had slight fever and headache. With the permission of AGM he went upstairs to take rest and had fallen asleep. I have already mentioned that there is no proof regarding illness or permission for taking rest. In the absence of two other peons, no doubt, the work of the lone peon must have been comparatively heavier than when all the peons were present. But the worker was in the Zonal Office where there is no cheque or deposit transaction by customers. There is only office work and some outside duty. If it was impossible for a single peon to carry out the work of the office some arrangement would have been made to get substitute from branches. For two weeks the worker was able to manage the work indicating that the work was manageable, though a bit heavy in the absence of other peons. Whatever that be, the heavy work and the exhaustion are no reasons to behave discourteously or disobey superior officers. It was not a mere outburst of simmering anger due to fatigue or despair on account of heavy work, but something more and that created the whole trouble. A Peon slinging dirty and filthy words against an officer in the presence of other staff is a great humiliation and an instance of indiscipline in the office. No officer can tolerate such a behaviour. Though the officers stated before the enquiry officer that in the past the worker was warned on several occasions for misbehaviour, there is no record to show the same. It is true that drinking after office hours is not a crime. But when it is done during office hours and acts under its influence it becomes serious. When the disorderly behaviour is coupled with showers of bulgar word against the superior officers it becomes more grave. The worker had no respect even to AGM. He dared to call AGM names unmindful of the consequences. That was the conduct of the worker. He has drinking habit and when drunk he is not able to control himself. It is difficult to accommodate a person of that character in an office. The misconduct and disorderly behaviour was grave and intolerable that the worker deserved the punishment imposed by the Disciplinary Authority of the bank. He is said to be the sole bread winner of the family. Admittedly he is now attending painting work and hotel work. He is aged 44 years now. The facts that he is out of employment from the bank and he is the head of the family are not mitigating circumstances to reduce the punishment when compared to the gravity of the misconduct. The point is found against the worker.

13. **Point No. 4 :** (See award portion).

14. In the result, an award is passed upholding the findings recorded by Enquiry Officer and the punishment imposed by Disciplinary Authority and rejecting the claim of the worker. The parties will suffer their respective cost. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, trnscribed and typed by her, corrected and passed by me on this the 11th day of May, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union :

WW1 : Shri Tomy P. Stephen—27-4-2006.

Witness for the management :

WW1 : Shri M. J. Job—21-4-2006.

Exhibits for the Union :

Nil

Exhibits for the management :

M1 : Domestic enquiry file against Shri Tomy P. Stephen

नई दिल्ली, 24 मई, 2006

का. आ. 2363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 66, 67, 68, 70 से 79, 81, 84 से 87, 92 से 101, 103 से 115/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2006 को प्राप्त हुआ था।

[सं. एल-43025/1/2006-आई आर (विविध)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 24th May, 2006

S.O. 2363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66, 67, 68,70 to 79, 81, 84 to 87, 92 to 101, 103 to 115/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Limited and their workmen, which was received by the Central Government on 23-5-2006.

[No. L-43025/1/2006-IR (Misc.)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 25th day of April, 2006

COMMON AWARD IN

L.C.I.D. NOs. 66, 68, 70 TO 79, 81, 84 TO 87, 92 TO 101, 103 TO 115/2004

(Old I.D. Nos. 56, 57, 58, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77/2001, 1 to 10, 12 to 24/2002 Transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam)

BETWEEN:

S/Sri		I.D. No.
(1)		(2)
1.	D. Smuel	66/2004
2.	O. Venkat Rao	67/2004
3.	K. Ramana	68/2004
4.	M. Uma Rao	70/2004
5.	D. Srinivasa Rao	71/2004
6.	R. Suryanarayana	72/2004
7.	R. Srinivasa Rao	73/2004
8.	V. Chandra Rao	74/2004
9.	V. Appala Raju	75/2004
10.	A. Venkata Rao	76/2004
11.	A.V. Seshagiri Rao	77/2004
12.	Y. Ramachandra Rao	78/2004
13.	R. Rama Rao	79/2004
14.	M. Rama Rao	81/2004
15.	V. Rama Mohana Rao	84/2004
16.	B. Venkata Rao	85/2004
17.	P. Snajeeva Rao	86/2004
18.	Y. Nageswara Rao	87/2004
19.	G. Rama Rao	92/2004
20.	Shaik Hussain	93/2004
21.	O. Kanaka Raju	94/2004
22.	M. Satyanarayana Raju	95/2004
23.	B.D. Prasada Rao	96/2004
24.	R. Appa Rao	97/2004
25.	A. Venakta Mahesh	98/2004
26.	Y. Sanyasi Raju	99/2004
27.	B. Narayana Murthy	100/2004
28.	C. Ramu	101/2004
29.	B. Yedukondalu	103/2004
30.	B. Dasu	104/2004
31.	Prasad Suri Babu	105/2004
32.	N. Subba Rao	106/2004
33.	S. Kannaiah	107/2004
34.	N. Gopala Rao	108/2004
35.	S. Venkata Rao	109/2004
36.	M. Tata Rao	110/2004
37.	P. Satyanarayana Raju	111/2004
38.	B. Ammathalli Naidu	112/2004
39.	Md. Ibrahim	113/2004
40.	P. Jagannadha Rao	114/2004
41.	G. Pydireddy	115/2004

C/o Sri B.V. Rao,
Authorised Representative,
H4, Sairam Apartments,
Sector No. 1, M.V.P. Colony,
Visakhapatnam-530017. ... Petitioners

AND

The Management,
Visakhapatnam Zink Smelter,
A unit of Hindusthan Zinc Ltd.,
Visakhapatnam-530015 ... Respondent

APPEARANCES:

For the Petitioner : Sri B.V. Rao, Authorised Representative

For the Respondent : M/s. D.V. Subba Rao and D.V.S.S. Somayajulu, Advocates

AWARD

These 41 cases by the Industrial Tribunal-cum-Labour Court, Visakhapatnam and transferrred to the court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 bearing I.D. Nos. 56, 57, 58, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77/2001, 1 to 10, 12 to 24/2002 are taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s Cotton Corporation of India and two others and

renumbered in this Court as L.C.I.D. Nos. 66, 67, 68, 70 to 79, 81, 84 to 87, 92 to 101, 103 to 115/2004.

2. In view of the order of the Hon'ble High Court in W.P. No. 25745/2001 and batch, dismissing the same, the Hon'ble High Court of A.P. allowed W.P. 26576/2001 and batch filed by Management, observing, "The Industrial Tribunal-cum-Labour Court, Visakhapatnam be prohibited from proceeding with the adjudication of I.D. Nos. 57, 58, 64, 77, 69, 60, 71, 70, 62, 68, 61, 67, 75, 65, 76, 56, & 74/2001, 1 to 10 and 12 to 24 of 2002 on its file (which were transferred to this Tribunal). Having regard to the conclusions rendered in WP No. 25745/2001 the claim of the workmen in the above IDs are misconceived as they are not entitled to any relief thereunder. The IDs shall accordingly be dismissed."

3. Mr. Rao representing the Petitioners reported that Writ Appeal against the order of the Hon'ble High Court of A.P. was filed and pending and waiting results. In view of the circumstances, The orders of the Tribunal are always subject to the result of the orders under appeal pending before the Hon'ble High Court of A.P. In the event of allowing the Writ Appeal, it is open to this tribunal to re-open Suo-moto for further adjudication as per the order in appeal. Hence, these IDs are closed.

Award passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 25th day of April, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
Nil	Nil

Documents marked for the Petitioner

Nil

Documents marked for the Respondent

Nil

नई दिल्ली, 24 मई, 2006

का. आ. 2364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ ट्रावनकोर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोलम के पंचाट (संदर्भ संख्या 36/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/9/2004-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th May, 2006

S.O. 2364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2004) of the Industrial Tribunal, Kollam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 24-5-2006.

[No. L-12012/9/2004-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL, KOLLAM

(Dated this the 25th day of April, 2006)

PRESENT:

Sri. M. N. Radhakrishna Menon, Industrial Tribunal

IN

Industrial Dispute No. 36/2004

BETWEEN

The Assistant General Manager,
State Bank of Travancore,
Santhi Nagar,
Thiruvananthapuram. .....*Management*

AND

C. Saseendran Nair
Aswathy, Thirumala,
Thiruvananthapuram. ....Workman

REPRESENTATION

For the Management : Sri. R. Somanathan, Advocate, Thiruvananthapuram.

For the Workman : Sri R. Lakshmana Iyer, Advocate, Thiruvananthapuram.

AWARD

1. The Central Government has as per Order No. L-12012/9/2004/IR(BI), dated 4-6-2004 referred this Industrial Dispute between the management of State Bank of Travancore and Sri C. Saseendran Nair in respect of the following issues for adjudication to this Tribunal :—

"Whether the punishment of discharge with superannuation benefits on Shri C. Saseendran Nair, Ex-Record Keeper of Kochuveli Branch of State Bank of Travancore vide Order dated 16-12-2002 is justified ? If not to what relief the workman concerned is entitled to ?"

2. Above reference was accepted to file and issued summons to the parties pursuant to which both sides entered appearance through their counsels. The case was posted from time to time for filing of claim statement of the workman and when the case was called on 25-4-2006, the Counsel for the workman submitted that the claim was not pressed and the Counsel and the workman have made an endorsement to this effect on the over leaf of the reference order. In view of the above, I am inclined to pass a no dispute award in the matter. I do so.

3. In the result, an award is passed holding that, since the workman has not pressed the claim, there does not subsist an Industrial Dispute warranting an adjudication by this Tribunal at present.

M. N. RADHAKRISHNA MENON, Industrial Tribunal

नई दिल्ली, 24 मई, 2006

का. आ. 2365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 200/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/14/99-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th May, 2006

S.O. 2365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.200/99) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 24-5-2006.

[No. L-12012/14/99-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/200/99

Shri C. M. Singh, Presiding Officer

The General Secretary,
SBI Workmen Union, V-20,
"Vasundhara", State Bank Colony,
Motia Talab, Jehandirabad,
Bhopal (M.P.)-462001. ...Workman/Union

Versus

The General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (MP)-462001

The Dy. General Manager,
State Bank of India,
Zonal Office, Hamidia Road,
Bhopal (MP)-462001. ...Management

AWARD

Passed on this 15th day of May, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/14/99-IR(B-I) dated 7-5-99 has referred the following dispute for adjudication by this tribunal :—

> "Whether the action of the management of State Bank of India in terminating the services of Shri Prem Narayan w.e.f. 1-5-97 is justified ? If not, to what relief the workman is entitled ?"

2. After the reference order was received, it was duly registered on 14-6-99 and notices were issued to the parties to file their respective statements of claim. The reference proceeded ex parte against workman/Union vide order dated 9-8-05 of this tribunal as no body put in appearance on behalf of workman in spite of sufficient service of notice on workman. Thus the workman failed to file his statement of claim. It was the date for filing Written Statement by the management. On this date i.e. 8-5-06, two applications were moved, one by the management with the prayer that the reference be answered as infructuous and the other purporting to be moved on behalf of workman with the prayer that the workman be permitted to withdraw the reference.

3. I have heard Shri S. K. Srivastava, Dy. Manager for the management and perused the record. It is mentioned in the application moved on behalf of the management that the workman has been given permanent employment in services of the Bank w.e.f. 29-5-99 under a settlement arrived at between management of State Bank of India and All India State Bank of India Staff Federation on 27-5-99 at Bhopal. Annexure N/1 is the application purporting to be moved by the workman for withdrawal of the reference. It is mentioned therein that the management has given permanent appointment to the workman in the Bank and in view of it, the workman does not wish to prosecute the reference. It is also mentioned therein that the workman also wish to forgo his claim for back wages. It is clear from the above that now no dispute is left betwen the parties.

4. Since no dispute is left between the parties and the matter has been compromised, therefore I am of the considered opinion that it shall be just and proper to pass

a no dispute award in this reference. Accordingly no dispute award is passed without any order as to costs.

5. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 24 मई, 2006

का. आ. 2366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंदौर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 22/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/280/2001-आई आर (बी-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th May, 2006

S.O. 2366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2002) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Indore and their workman, which was received by the Central Government on 24-5-2006.

[No. L-12012/280/2001-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/22/2002

Sri. C. M. Singh, Presiding Officer

The General Secretary,
Dainik Wetan Bhogi Bank Karamchari Sangthan,
9, Sanwer Road, Hardeo Niwas,
Ujjain-456 001. ...Workman/Union

Versus

The General Manager (Operations),
State Bank of Indore, Head Office,
Indore-452001. ....Management

AWARD

Passed on this 15th day of May, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/280/2001-IR(B-I) dated 8-1-2001 has referred the following dispute for adjudication by this tribunal :—

"क्या प्रबंध-पक्ष स्टेट बैंक ऑफ इंदौर, प्रबंध निदेशक, प्रधान कार्यालय, इन्दौर द्वारा कर्मकार नरेन्द्र शर्मा नगर निगम प्रांगण शाखा इंदौर को 13-10-1993 से कार्यरत होने के उपरांत स्थाई नियुक्ति एवं पात्रतानुसार बोनस-वेतन न देकर दिनांक 16-8-1996 की सेवा से पृथक किया जाना वैध एवं न्यायोचित है । यदि नहीं तो कर्मकार किस अनुतोष का पात्र है ?"

2. After the reference order was received, it was duly registered on 18-1-2002 and notices were issued to the parties to file their respective statements of claim. On 3-5-2006 the date fixed in the reference, Shri R. Nagwanshi, the General Secretary, Dainik Wetan Bhogi Bank Karamchari Sangathan appeared in person and moved application bearing paper No. 6 with the prayer that no dispute award be passed in this reference. Shri Liyakat Ullah, Advocate, Junior to Shri S. K. Rao, Sr. Advocate for *management* did not oppose the above application and after hearing both the parties, the reference was closed for award.

3. It is very clear from the above that the workman/ Union does not want to prosecute this reference to which the learned counsel for the management has no objection. Under the circumstances, this tribunal is left with no other alternative but to pass no dispute award. Consequently no dispute award is passed without any order as to costs.

4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टिट्यूट ऑफ रिहेब्लिटेशन ट्रैनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 21/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26th May, 2006

S.O. 2367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Industrial Dispute Misc. Case No. 21/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, National Institute of Rehabilitation Training & Research

and their workman, which was received by the Central Government on 26-5-2006.

[No. L-42011/19/2000-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Misc. Case No. 21/2003

Date of Passing Order—24th April, 2006

BETWEEN

Shri Md. Akhatar,
S.B.M., Grade-III,
NIRTAR, Olatpur, Bairoi,
Dist. Cuttack, Orissa. .....Claimant/Petitioner

AND

The Management of the Director,
National Institute of Rehabilitation
Training & Research, At Olatpur,
P.O. Bairoi, Distt. Cuttack. ....O.P.—Management

APPEARANCES:

Shri Md. Akhatar. : For Himself the Claimant—Petitioner.

Shri Ganeswar Rath, Advocate. : For the O.P.—Management

ORDER

This Misc. Case arises out of an application under Section 33-A of the Industrial Disputes Act filed by the petitioner—Union against the O.P. —Management.

2. It appears from the pleadings of both the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute to the Tribunal vide I.D. Case No. 17/2000 to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) payment of pension to the employees, (iii) filling of the vacant posts, and (iv) filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this reference was subjudice before the Tribunal the Management on the basis of a departmental enquiry passed an order on 6-2-2003 directing the petitioner-workman to refund Rs. 11,304 with 11% interest which he having drawn as LTC advance had failed to u lize the same. Besides the above order as a measure of mi or penalty his one increment was withheld with cumulat ve effect. As the above order of punishment and recovery of money was passed during pendency of the above noted I.D. Case No. 17/2000, it is alleged by the petitioner in this Misc. Case under Section 33-A that the Managment by his above order has changed his service condition during pendency of the above I.D. Case without the permission of the Tribunal and as such the same is liable to be set aside.

3. As against the above submission it is contended by the Management in his counter that the above action of the Management in awarding the above punishment did not necessarily warrant the permission of the Tribunal before which I.D. Case No. 17/2000 waspending in as much as the subject matter of the same was not related with the pre-existing right of the petitioner-Workman and as such the Misc. Case is liable to be dismissed being devoid of merit.

4. Except arguing on the legal aspect of the case no evidence has been adduced by either party.

5. It is the settled law that a complaint under Section 33-A is only maintainable where there is violation of the provisions of Section 33 of the Industrial Disputes Act. It is also the settled law that in order to entitle the workman to the protection of clause (a) and (b) of Sub-Section (1) of Section 33 of the Industrial Disputes Act it is to be shown that the workman is connected with the pending dispute and (ii) that the alteration in question has the effect of making a change in his pre-existing right and such alteration is prejudicial to his interest and (iii) that such alteration is in regard to the matters connected with the pending dispute.

6. Like wise to bring the case within the fold of sub-section (2)(b) of Section 33 of the Industrial Disputes Act it is to be shown (i) that the action of the Management as taken in a departmental proceeding has resulted in the "discharge" or "punishment" whether by dismissal or otherwise and (ii) that such discharge or punishment is in regard to any misconduct connected with the pending dispute.

7. From the very pleadings of the parties it is clear that the petitioner-workman has never been discharged or punished by way of dismissal or otherwise pursuant to departmental proceeding started against him. Hence, the application of sub-section (2)(b) of Section 33 is found to be outside the purview of consideration.

8. Now as regards applicability of sub-section (1)(a) and (b) of Section 33 of the I.D. Act the law is very much settled on the point that the punishment alleged to have the effect of changing the service condition of the workman is in relation to a pending dispute connected with the pre-existing right (service condition) of the workman. From the

order of the management it is clear that the workman has been punished for non-utilization of the LTC advance, which he had taken while the dispute pending before the Tribunal is in regard to some other matter not connected with any pre-existing right of the workman. The said pending dispute being for adjudication of certain chance right of the workers in general the same has no place for consideration under Section 33 of the Act. Besides even if it is considered that, the service conditions of the workman is connected or has got nexus with such chance right the punishment given to the workman can in no way affect the said right of the workman, the same not being one of dismissal or discharge. It is the settled law that mere raising or sponsoring of a dispute by the Union will not be a "sine qua non" for holding that every member of the Union will be a workman concerned for any matter whatsoever even if it had no semblance of any connection or interest with the pending dispute. Therefore, what is necessary to be proved in a case of the present nature is that the misconduct alleged against the workman is connected with the pending dispute. If it is found that the misconduct alleged against the workman is not connected with the dispute the Tribunal can consider of according approval for the action of the Management. Similarly clause (a) of Sub-section (2) of the Section 33 empowers an employer to alter the condition of service applicable to a wokman during pendency of a dispute in regard to any matter not connected with such dispute in accordance with the standing order applicable to the workman without the permission or approval of the authority before whom such dispute is pending if the punishment is not one of dismissal or discharge. As in the instant case the workman has not been dismissed or discharged but has simply been ordered to deposit with 11% interest the LTC advance which he had kept unutilized and one of his increments having only been stopped in addition to above on the basis of a departmental proceeding conducted under its standing order and the allegations there of not being connected to any of the items pending for adjudication before the Tribunal, it is held that the action of the Management is beyond reproach and therefore in any view of the matter it is held that there is no merit in the present complaint under Section 33-A of the Industrial Disputes Act.

9. Accordingly the Misc. Case is dismissed there being no merit in it.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टिट्यूट ऑफ रिहेब्लिटेशन ट्रैनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 22/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26 May, 2006

S.O. 2368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Industrial Dispute Misc. Case No. 22/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, National Institute of Rehabilitation Training & Research and their workman, which was received by the Central Government on 26-05-2006.

[No. L-42011/19/2000-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri N. K. R. Mohapatra, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Misc. Case No. 22/2003

Date of Passing the Order-24th April 2006

BETWEEN

Shri Ajaya Kumar Nanda,
Storekeeper, Grade-I
NIRTAR, Olatpur, Bairoi,
Dist. Cuttack, Orissa. ... Claimant/Petitioner

AND

The Management of the Director,
National Institute of Rehabilitation
Training & Research, At. Olatpur,
P.O. Bairoi, Dist. Cuttack ... O. P. Management

APPEARANCES

Shri Ajaya Kumar Nanda	:	For Himself the Claimant-Petitioner
Shri Ganeswar Rath, Advocate	:	For the O.P. Management

ORDER

This Misc. Case arises out of an application under Section 33-A of the Industrial Disputes Act filed by the petitioner-Union against the O.P.- Management.

2. It appears from the pleadings of both the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute to the Tribunal vide I.D. Case No. 17/2000 to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) payment of pension to the employees, (iii) filling of the vacant posts and (iv) filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this reference was subjudice before the Tribunal the Management on the basis of a departmental enquiry passed an order on 6-2-2003 directing the petitioner-workman to refund Rs. 21,324 with 11% interest which he having drawn as LTC advance had failed to utilize the same. Besides the above order as a measure of minor penalty his one increment was withheld with cumulative effect. As the above order of punishment and recovery of money was passed during pendency of the above noted I.D. Case No. 17/2000, it is alleged by the petitioner in this Misc. case under Section 33-A that the Management by his above order has changed his service condition during pendency of the above I.D. Case without the permission of the Tribunal and as such the same is liable to be set aside.

3. As against the above submission it is contended by the Management in his counter that the above action of the Management in awarding the above punishment did not necessarily warrant the permission of the Tribunal before which I.D. Case No. 17/2000 was pending inasmuch as the subject matter of the same was not related with the pre-existing right of the petitioner-Workman and as such the Misc. case is liable to be dismissed being devoid of merit.

4. Except arguing on the legal aspect of the case no evidence has been adduced by either party.

5. It is the settled law that a complaint under Section 33-A is only maintainable where there is violation of the provisions of Section 33 of the Industrial Disputes Act. It is also the settled law that in order to entitle the workman to the protection of Clauses (a) and (b) of Sub-Section (1) of Sec. 33 of the Industrial Disputes Act it is to be shown that the workman is connected with the pending dispute and (ii) that the alteration in question has the effect of making a change in his pre-existing right and such alteration is prejudicial to his interest and (iii) that such alteration is in regard to the matters connected with the pending dispute.

6. Like wise to bring the case within the fold of sub-section (2) (b) of Section 33 of the Industrial Disputes Act it is to be shown (i) that the action of the Management as taken in a departmental proceeding has resulted in the "discharge" or "punishment" whether by dismissal or otherwise and (ii) that such discharge or punishment is in regard to any misconduct connected with the pending dispute.

7. From the very pleadings of the parties it is clear that the petitioner-workman has never been discharged or punished by way of dismissal or otherwise pursuant to the departmental proceeding started against him. Hence, the application of sub-section (2) (b) of Section 33 is found to be outside the purview of consideration.

8. Now as regards applicability of sub-section (1)(a) and (b) of Sec. 33 of the I.D. Act the law is very much settled on the point that the punishment alleged to have the effect of changing the service condition of the workman is in relation to a pending dispute connected with the pre-existing right (service condition) of the workman. From the order of the Management it is clear that the workman has been punished for non-utilization of the LTC advance, which he had taken while the dispute pending before the Tribunal is in regard to some other matter not connected with any pre-existing right of the workman. The said pending dispute being for adjudication of certain chance right of the workers in general the same has no place for consideration under Section 33 of the Act. Besides even if it is considered that, the service conditions of the workman is connected or has got nexus with such chance right the punishment given to the workman can in no way affect the said right of the workman, the same not being one of dismissal or discharge. It is the settled law that mere raising or sponsoring of a dispute by the Union will not be a "sine qua non" for holding that every member of the Union will be a workman concerned for any matter whatsoever even if it had no semblance of any connection or interest with the pending dispute. Therefore, what is necessary to be proved in a case of the present nature is that the misconduct alleged against the workman is connected with the pending dispute. If it is found that the misconduct alleged against the workman is not connected with the dispute the Tribunal can consider of according approval for the action of the Management. Similarly Clause (a) of Sub-Section (2) of the Section 33 empowers an employer to alter the condition of service applicable to a workman during pendency of a dispute in regard to any matter not connected with such dispute in accordance with the standing order applicable to the workman without the permission or approval of the authority before whom such dispute is pending if the punishment is not one of dismissal or discharge. As in the instant case the workman has not been dismissed or discharged but has simply been ordered to deposit with 11% interest the LTC advance which he had kept unutilized and one of his increments having only been stopped in addition to above on the basis of a departmental proceeding conducted under its standing order and the allegations there of not being connected to any of the items pending for adjudication before the Tribunal, it is held that the action of the management is beyond reproach and therefore in any view of the matter it is held that there is no merit in the present complaint under Section 33-A of the Industrial Disputes Act.

9. Accordingly the Misc. Case is dismissed there being no merit in it.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टिट्यूट ऑफ़ रिहेब्लिटेशन ट्रैनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 37/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26 May, 2006

S.O. 2369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Industrial Dispute Misc. Case No. 37/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, National Institute of Rehabilitation Training & Research and their workman, which was received by the Central Government on 26-05-2006.

[No. L-42011/19/2000-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri N. K. R. Mohapatra, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Misc. Case No. 37/2001

Date of Passing the Order-13th April, 2006

BETWEEN

The General Secretary,
National Institute of Rehabilitation
Training & Research Union,
At: Olatpur, P.O. Bairoi, Dist. Cuttack
... Petitioner Union.

AND

The Management of the Director,
National Institute of Rehabilitation
Training & Research, At. Olatpur,
P.O. Bairoi, Dist. Cuttack ... O. P. Management

APPEARANCES

Shri C. R. Mohanty, General Secretary : For the Union-Petitioner

M/s. Ganeswar Rath, Advocate : For O.P. Management

ORDER

This Misc. Case arises out of an application under Section 33-A of the Industrial Disputes Act filed by the Petitioner-Union against the Opp. Party- management.

2. It appears from the pleadings of the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute vide I.D. Case No. 17/2000 to this Tribunal to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) Payment of pension to the employees (iii) Filling of the vacant posts instead of keeping it vacant for indefinite period and (iv) Filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this above reference was pending before the Tribunal the Management in its notification dated 27-4-2001 invited applications for filling up several posts which included the post of Demonstrator in Occupational Therapy and Physiotherapy in the scale of pay of Rs. 5500-9000. Being aggrieved with the above notification the Union filed the case alleging that during pendency of I.D. Case No. 17/2000 the Management with an ulterior motive to frustrate the demand of the Union has made the advertisement and that the same amounts to change in service condition of the employees. It is further alleged that since the advertisement has been made without the approval of the Tribunal the same is liable to be declared illegal under the law.

3. The Management of National Institute of Rehabilitation as admittedly running a 100-bed hospital for the therapeutic treatment of disables. In addition to the same it also runs three long term degree courses in Physiotherapy, occupational Therapy and Prosthetic/ Orchatic Engineering besides conducting short term training programme for the various professionals in the field of rehabilitation of persons with disabilities.

4. In the above background it is averred by the Opp. Party-Management that the posts for which advertisement has been made is not limited to outside candidates only. Any in-service person possessing the required qualification can also apply for the posts as under the existing Rules these posts can not be filled up by way of promotion. Therefore in order to avoid disruption in the treatment of the patients and for promoting academic activities the advertisement was a must for the Management. It is further averred by the Management that by the Advertisement for recruitment of suitable candidates

the service condition of the in-service employees is in no way going to be affected and as such there is no merit in the complaint of the Union.

5. Considering the nature of the dispute none of the parties have preferred to adduce any oral evidence, the crux of the dispute being the advertisement.

6. The copy of the advertisement, which is filed along with the statement of claim shows that besides for other posts advertisement for direct recruitment of Demonstrator in Physiotherapy and Occupational Therapy in the scale of pay of Rs. 5500-9000 (with which the Union is presently concerned) was made. Now therefore the sole question arises as to whether in the face of a pending dispute before the Tribunal vide I.D. Case No. 17/2000 the advertisement so made is going to alter the service condition of the employee.

7. At the beginning it may be set out that the position is fairly well settled in various judicial pronouncements that continuation or abolition of posts, transfer of employees, keeping posts vacant or filling of the vacant posts are within the powers of the employer and any decision in that regard is not available to be interfered with by the Union unless the same is done with a mala fide intention. From the terms of reference of the pending I.D. Case No. 17/2000 it appears that one of the demands of the Union was to fill up all vacant posts and therefore by making the advertisement the Management can not be said to have acted with on mala fide intention. Besides to succeed in a case of the present nature, it is not enough to show that the Management has taken the above action during pendency of a dispute. It is to be shown that the workman claiming protection under Section 33 is a workman within the meaning of Section 2(s) and that as a workman he is also connected in the pending dispute but to prove the same the complaining Union has not adduced any materials/ evidence as to which of the workers are involved in the pending case and whether they are workmen or not and how by the advertisement their service conditions are going to be altered. A mere raising or sponsoring a dispute by the Union will not be a "sine-qua-non" for holding that every member of the Union will be a workman concerned for any matter whatsoever, even if it had no semblance of any connection or interest with the dispute raised by the Union. It is no doubt true that where the Union sponsors a dispute of common interest like payment of bonus, salary to the workers, it can be said that every member of the Union is a workman concerned with the pending dispute. But where the dispute is raised in respect of a particular section of workers or an individual it can not be said that every member of the Union is a workman connected with the pending dispute. Therefore, when no specific evidence has been adduced as to the status the scale of pay and the category of the workers connected with the pending dispute relating to the item of filling up of the posts carrying scale of Pay of Rs. 5500-9000 on the recommendation of the departmental promotion committee, it is difficult to say that the workers likely to be benefited from out of the said demand are all workmen within the meaning of the term. Furthermore, from the advertisements it appears that to hold the post of Demonstrator in the scale of Rs. 5500-9000 (with which the Union is concerned in the case) one should have possessed a degree/diploma in Physiotherapy/ Occupational Therapy with three years teaching experience in the respective line in a recognized institution. The qualification so prescribed for the above posts on the other hand suggest that the candidate must be a teacher earlier in Physiotherapy/Occupational Therapy to make himself eligible to appear in the selection process. It being the settled law that a teacher cannot be a workman, the prospective beneficiaries of the above pending dispute may not be workman and as such the present complain under Section 33-A does not appear to be maintainable.

8. Besides from the readings of Section 33 it is clear that the person claiming relief should establish that the action of the Management is going to alter his service conditions as applicble to him immediately before commencement of the pending proceeding. In other words the Law demands that the person concern should prove how his pre-existing service condition is going to be altered by the action of the Management. It is the well-settled law that an employee can not claim promotion as a matter of right. Besides nothing has been placed by the Union that promotion to a higher post was one of the service conditions of the so-called prospective workers. As it appears the Union has based his present complain on some chance benefits which may or may not be the resultant outcome of the pending dispute and therefore the said supposed benefit can not be termed as a pre-existing service conditions of a worker as a mere alteration in the chance of promotion cannot be held as an alteration in conditions of service. Therefore, in any view of the matter it is held that by making an advertisement to fill up the post of Demonstrator in Physiotherapy and Occupational Therapy the Management has never tried to bring a change in the pre-existing service conditions of any employee and as such it is held that there is no merit in the case.

9. Accordingly the Misc. Case is dismissed on contest.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टीट्यूट ऑफ रिहेबिलिटेशन ट्रेनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय,

भुवनेश्वर के पंचाट (संदर्भ संख्या 17/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26th May, 2006

S.O. 2370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Industrial Dispute Misc. Case No. 17/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubneswar as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Director, National Institute of Rehabilitation Training and Research and their workmen, which was received by the Central Government on 26-5-2006.

[No. L-42011/19/2000-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Misc. Case No. 17/2003

Date of Passing Order—20th April, 2006

BETWEEN:

Shri Sanatan Mohanty, Electrician-cum-Plant Operator, NIRTAR, Olatpur, Bairoi, Dist. Cuttack, Orissa.	: Claimant/ Petitioner

AND

The Management of the Director, National Institute of Rehabilitation Training and Research, At. Olatpur, P. O. Bairoi, Dist. Cuttack.	: O. P. Management

APPEARANCES:

Shri Sanatan Mohanty	:	For Himself the Claimant-Petitioner
Shri Ganeswar Rath, Advocate.	:	For the O. P. Management.

ORDER

This Misc. Case arises out of an application under section 33-A of the Industrial Disputes Act filed by the petitioner-Union against the O. P. Management.

2. It appears from the pleadings of both the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute to the Tribunal vide I. D. Case No. 17/2000 to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) payment of pension to the employees, (iii) filling of the vacant posts and (iv) filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this reference was subjudice before the Tribunal the Management on the basis of a departmental enquiry passed an order on 6-2-2003 directing the petitioner-workman to refund Rs. 10,404 with 11% interest which he having drawn as LTC advance had failed to utilize the same. Besides the above order as a measure of minor penalty his one increment was withheld with cumulative effect. As the above order of punishment and recovery of money was passed during pendency of the above noted I. D. Case No. 17/2000, it is alleged by the petitioner in this Misc. Case under Section 33-A that the Management by his above order has changed his service condition during pendency of the above I. D. Case without the permission of the Tribunal and as such the same is liable to be set aside.

3. As against the above submission it is contended by the Management in his counter that the above action of the Management in awarding the above punishment did not necessarily warrant the permission of the Tribunal before which I. D. Case No. 17/2000 was pending inasmuch as the subject matter of the same was not related with the pre-existing right of the petitioner-Workman and as such the Misc. Case is liable to be dismissed being devoid of merit.

4. Except arguing on the legal aspect of the case no evidence has been adduced by either party.

5. It is the settled law that a complaint under Section 33-A is only maintainable where there is violation of the provisions of Section 33 of the Industrial Disputes Act. It is also the settled law that in order to entitle the workman to the protection of Clause (a) and (b) of Sub-section (1) of Sec. 33 of the Industrial Disputes Act it is to be shown that the workman is connected with the pending dispute and (ii) that the alteration in question has the effect of making a change in his pre-existing right and such alteration is prejudicial to his interest and (iii) that such alteration is in regard to the matters connected with the pending dispute.

6. Like wise to bring the case within the fold of sub-section (2) (b) of Section 33 of the Industrial Disputes Act it is to be shown (i) that the action of the Management as taken in a departmental proceeding has resulted in the "discharge" or "punishment" whether by dismissal or otherwise and (ii) that such discharge or punishment is in regard to any misconduct connected with the pending dispute.

7. From the very pleadings of the parties it is clear that the petitioner-workman has never been discharged or punished by way of dismissal or otherwise pursuant to the departmental proceeding started against him. Hence, the

application of sub-section (2)(b) of Section 33 is found to be outside the purview of consideration.

8. Now as regards applicability of sub-section (1)(a) and (b) of Sec. 33 of the I. D. Act the law is very much settled on the point that the punishment alleged to have the effect of changing of service condition of the workman is in relation to a pending dispute connected with the pre-existing right (service condition) of the workman. From the order of the Management it is clear that the workman has been punished for non-utilization of the LTC advance, which he had taken while the dispute pending before the Tribunal is in regard to some other matter not connected with any pre-existing right of the workman. The said pending dispute being for adjudication of certain chance right of the workers in general the same has no place for consideration under Section 33 of the Act. Besides even if it is considered that, the service conditions of the workman is connected or has got nexus with such chance right the punishment given to the workman can in no way affect the said right of the workman, the same not being one of dismissal or discharge. It is the settled law that mere raising or sponsoring of a dispute by the Union will not be a "sine qua non" for holding that every member of the Union will be a workman concerned for any matter whatsoever even if it had no semblance of any connection interest with the pending dispute. Therefore, what is necessary to be proved in a case of the present nature is that the misconduct alleged against the workman is connected with the pending dispute. If it is found that the misconduct alleged against the workman is not connected with the dispute the Tribunal can consider of according approval for the action of the Management. Similarly Clause (a) of Sub-section (2) of the Section 33 empowers an employer to alter the condition of service applicable to a workman during pendency of a dispute in regard to any matter not connected with such dispute in accordance with the standing order applicable to the workman without the permission or approval of the authority before whom such dispute is pending if the punishment is not one of dismissal or discharge. As in the instant case the workman has not been dismissed or discharged but has simply been ordered to deposit with 11% interest the LTC advance which he had kept unutilized and one of his increments having only been stopped in addition to above on the basis of a departmental proceeding conducted under its standing order and the allegations there of not being connected to any of the items pending for adjudication before the Tribunal, it is held that the action of the Management is beyond reproach and therefore in any view of the matter it is held that there is no merit in the present complaint under Section 33-A of the Industrial Disputes Act.

9. Accordingly the Misc. Case is dismissed there being no merit in it.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टीट्यूट ऑफ रिहेबिलिटेशन ट्रैनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 18/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी. यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26th May, 2006

S.O. 2371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Industrial Dispute Misc. Case No. 18/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Director, National Institute of Rehabilitation Training and Research and their workmen, which was received by the Central Government on 26-5-2006.

[No. L-42011/19/2000-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Misc. Case No. 18/2003

Date of Passing Order—20th April, 2006

BETWEEN:

Shri Rabindranath nayak Pipe Fitter Grade-I, NIRTAR, Olatpur, Bairoi, Distt. Cuttack, Orissa.	: Claimant/ Petitioner

AND

The Management of the Director, National Institute of Rehabilitation Training and Research, At. Olatpur, P. O. Bairoi, Distt. Cuttack.	: O. P. Management

APPEARANCES:

Shri Rabindranath Nayak	:	For Himself the Claimant-Petitioner
Shri Ganeswar Rath, Advocate.	:	For the O. P. Management

ORDER

This Misc. Case arises out of an application under section 33-A of the Industrial Disputes Act filed by the petitioner-Union against the O. P. Management.

2. It appears from the pleadings of both the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute to the Tribunal vide I. D. Case No. 17/2000 to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) payment of pension to employees, (iii) filling of the vacant posts and (iv) filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this reference was subjudice before the Tribunal the Management on the basis of a departmental enquiry passed an order on 6-2-2003 directing the petitioner-workman to refund Rs. 15,116 with 11% interest which he having drawn as LTC advance had failed to utilize the same. Besides the above order as a measure of minor penalty his one increment was withheld with cumulative effect. As the above order of punishment and recovery of money was passed during pendency of the above noted I. D. Case No. 17/2000, it is alleged by the petitioner in this Misc. Case under section 33-A that the Management by his above order has changed his service condition during pendency of the above I. D. Case without the permission of the Tribunal and as such the same is liable to be set aside.

3. As against the above submission it is contended by the Management in his counter that the above action of the Management in awarding the above punishment did not necessarily warrant the permission of the Tribunal before which I. D. Case No. 17/2000 was pending in as much as the subject matter of the same was not related with the pre-existing right of the petitioner-Workman and as such the Misc. Case is liable to be dismissed being devoid of merit.

4. Except arguing on the legal aspect of the case no evidence has been adduced by either party.

5. It is the settled law that a complaint under section 33-A is only maintainable where there is violation of the provisions of Section 33 of the Industrial Disputes Act. It is also the settled law that in order to entitle the workman to the protection of clause (a) and (b) of Sub-section (1) of Sec. 33 of the Industrial Disputes Act it is to be shown that the workman is connected with the pending dispute and (ii) that the alteration in question has the effect of making a change in his pre-existing right and such alteration is prejudicial to his interest and (iii) that such alteration is in regard to the matters connected with the pending dispute.

6. Like wise to bring the case within the fold of sub-section (2) (b) of Section 33 of the Industrial Disputes Act it is to be shown (i) that the action of the Management as taken in a departmental proceeding has resulted in the "discharge" or "punishment" whether by dismissal or otherwise and (ii) that such discharge or punishment is in regard to any misconduct connected with the pending dispute.

7. From the very pleadings of the parties it is clear that the petitioner-workman has never been discharged or punished by way of dismissal or otherwise pursuant to the departmental proceeding started against him. Hence, the application of sub-section (2)(b) of Section 33 is found to be outside the purview of consideration.

8. Now as regards applicability of sub-section (1)(a) and (b) of Sec. 33 of the I. D. Act the law is very much settled on the point that the punishment alleged to have the effect of changing the service condition of the workman is in relation to a pending dispute connected with the pre-existing right (service condition) of the workman. From the order of the Management it is clear that the workman has been punished for non-utilization of the LTC advance, which he had taken while the dispute pending before the Tribunal is in regard to some other matter not connected with any pre-existing right of the workman. The said pending dispute being for adjudication of certain chance right of the workers in general the same has no place for consideration under Section 33 of the Act. Besides even if it is considered that, the service conditions of the workman is connected or has got nexus with such chance right the punishment given to the workman can in no way affect the said right of the workman, the same not being one of dismissal or discharge. It is the settled law that mere raising or sponsoring of a dispute by the Union will not be a "sine qua non" for holding that every member of the Union will be a workman concerned for any matter whatsoever even if it had no semblance of any connection or interest with the pending dispute. Therefore, what is necessary to be proved in a case of the present nature is that the misconduct alleged against the workman is connected with the pending dispute. If it is found that the misconduct alleged against the workman is not connected with the dispute the Tribunal can consider of according approval for the action of the Management. Similarly clause (a) of Sub-section (2) of the Section 33 empowers an employer to alter the condition of service applicable to a workman during pendency of a dispute in regard to any matter not connected with such dispute in accordance with the standing order applicable to the workman without the permission or approval of the authority before whom such dispute is pending if the punishment is not one of dismissal or discharge. As in the instant case the workman has not been dismissed or discharged but has simply been ordered to deposit with 11% interest the LTC advance which he had kept unutilized and one of his increments having only been stopped in addition to above on the basis of a departmental proceeding conducted under its standing order and the allegations there of not being connected to any of the items pending for adjudication before the Tribunal, it is held that the action of the Management is beyond reproach and therefore in any view of the matter it is held that there is no merit in the present complaint under section 33-A of the Industrial Disputes Act.

9. Accordingly the Misc. Case is dismissed there being no merit in it.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टिट्यूट ऑफ रिहेब्लिटेशन ट्रैनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 19/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26th May, 2006

S.O. 2372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. Industrial Dispute Misc. Case No. 19/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneshwar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, National Institute of Rehabilitation Training and Research and their workmen, which was received by the Central Government on 26-5-2006.

[No. L-42011/19/2000-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N.K.R. Mohapatra, Presiding Officer,
C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Misc. Case No. 19/2003

Date of Passing Order 20th April, 2006

BETWEEN:

Shri Jaladhar Panda,
Jr. Storekeeper, Grade-I,
NIRTAR, Olatpur, Bairoi,
Dist. Cuttack, Orissa. ... Claimant/Petitioner

AND

The Management of the Director,
National Institute of Rehabilitation,
Training and Research, At Olatpur,
P.O. Bairoi, Dist. Cuttack. ... O.P. Management

APPEARANCES:

Shri Jaladhar Panda : For Himself the Climant-Petitioner

Shri Ganeswar Rath, Advocate : For the O.P. Management

ORDER

This Misc. Case arises out of an applicantion under Section 33-A of the Industrial Disputes Act, filed by the petitioner Union against the O.P.-Management.

2. It appears from the pleadings of both the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute to the Tribunal vide I.D. Case No. 17/2000 to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) payment of pension to the employees (iii) filling of the vacant posts and (iv) filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this reference was subjudice before the Tribunal the Management on the basis of a Departmental Inquiry passed an order on 6-2-2003 directing the petitioner-workman to refund Rs. 14,656 with 11% interest which he having drawn as LTC advance had failed to utilize the same. Besides the above order a measure of minor penalty his one increment was withheld with cumulative effect. As the above order of punishment and recovery of money was passed during pendency of the above noted I.D. Case No. 17/2000, it is alleged by the petitioner in this Misc. Case under Section 33-A that the management by his above order has changed his service condition during pendency of above I.D. Case without the permission of the Tribunal and as such the same is liable to be set aside.

3. As against the above submission it is contended by the Management in his counter that the above action of the Management in awarding the above punishment did not necessarily warrant the permission of the Tribunal before which I.D. Case No. 17/2000 was pending inasmuch as the subject matter of the same was not related with the pre-existing right of the peritioner-workman and as such the Misc. Case is liable to be dismissed being devoid of merit.

4. Except arguing on the legal aspect of the case no evidence has been adduced by either party.

5. It is the settled law that a complaint under Section 33-A is only maintainable where is violation of the provisions of Section 33 of the Industrial Dispute Act. It is also the settled law that in order to entitle the workman to the protection of clause (a) and (b) of Sub-Section (1) of Sec. 33 of the Industrial Disputes Act, it is to be shown that the workman is connected with pending dispute and (ii) that the alteration in question has the effect of making a change in his pre-existing right and such alteration is prejudicial to his interest and (iii) that such alteration is in regard to the matters connected with the pending dispute.

6. Likewise to bring the case within the fold of sub-section (2) (b) of Section 33 of the Industrial Dispute Act it is to be shown (i) that the action of the Management as taken in a departmental proceeding has resulted in the "discharge" or "punishment" whether by dismissal or otherwise and (ii) that such discharge or punishment is in regard to any misconduct with the pending dispute.

7. From the very pleadings of the parties it is clear that the petitioner-workman has never been discharged or punished by way of dismissal or otherwise pursuant to the departmental proceeding started against him. Hence, the application of sub-section (2)(b) of Section 33 is found to be outside the purview of consideration.

8. Now as regards applicability of sub-section (1)(a) and (b) of Sec. 33 of the I.D. Act, the law is very much settled on the point that the punishment alleged to have the effect of changing the service condition of the workman is in relation to a pending dispute connected with the pre-existing right (service condition) of the workman. From the order of the Management it is clear that the workman has been punished for non-utilization of the LTC advance, which he had taken while the dispute pending before the Tribunal is in regard to some other matter not connected with any pre-existing right of the workman. The said pending dispute being for adjudication of certain chance right of the workers in general the same has no place for consideration under Section 33 of the Act. Besides even if it is considered that, the service conditions of the workman is connected or has got nexus with such chance right the punishment given to the workman can in no way effect the said right of the workman, the same not being one of dismissal or discharge. It is the settled law that mere raising or sponsoring a dispute by the Union will not be a "sine qua non" for holding that every member of the union will be a workman concerned for any matter whatsoever even if it had no semblance of any connection or interest with the pending dispute. Therefore, what is necessary to be proved in a case of the present nature is that the misconduct alleged against the workman is connected with the pending dispute. If it is found that the misconduct alleged against the workman is not connected with the dispute the Tribunal can consider of according approval for the action of the Management. Similarly clause (a) of Sub-Section (2) of the Section 33 empowers an employer to alter the condition of service applicable to a workman during pendency of a dispute in regard to any matter not connected with such dispute in accordance with the standing order applicable to the workman without the permission or approval of the authority before whom such dispute is pending if the punishment is not one of dismissal or discharge. As in the instant case the workman has not been dismissed or discharged but has simply been ordered to deposit with 11% interest the LTC advance which he had kept unutilized and one of his increments having only been stopped in addition to above on the basis of a departmental proceeding conducted under its standing order and the allegation there of not being connected to any of the items pending for adjudication before the Tribunal, it is held that the action of the Management is beyond reproach and therefore in any view of the matter it is held that there is no merit in the present complaint under Section 33-A of the Industrial Disputes Act.

9. Accordingly the Misc. Case is dismissed there being no merit in it.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 26 मई, 2006

का. आ. 2373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, नेशनल इंस्टिट्यूट ऑफ रिहेबिलिटेशन ट्रैनिंग एण्ड रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 20/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/19/2000-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 26th May, 2006

S.O. 2373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. Industrial Dispute Misc. Case No. 20/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneshwar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, National Institute of Rehabilitation Training and Research and their workmen, which was received by the Central Government on 26-5-2006.

[No. L-42011/19/2000-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Misc. Case No. 20/2003

Date of Passing Order 24th April 2006

BETWEEN:

Shri Gopal Charan Satpathy,
Sr. Storekeeper,
NIRTAR, Olatpur, Bairoi,
Dist. Cuttack, Orissa. ... Claimant/Petitioner

AND

The Management of the Director,
National Institute of Rehabilitation,
Training and Research, At Olatpur,
P.O. Bairoi, Dist. Cuttack. ... O.P. Management

APPEARANCES:

Shri Gopal Stapathy. : For Himself the Claimant-Petitioner

Shri Ganeswar Rath Advocate : For the O.P. Management

ORDER

This Misc. Case arises out of an application under Section 33-A of the Industrial Disputes Act filed by the petitioner-Union against the O.P. Management.

2. It appears from the pleadings of both the parties that on the basis of a failure report of the Conciliation Officer (Central) the Government of India referred a dispute to the Tribunal vide I.D. Case No. 17/2000 to decide the justification behind the demand of the Union on items like (i) Time scale promotion to the employees, (ii) payment of pension to the employees (iii) filling of the vacant posts and (iv) filling up of the posts carrying the scale of pay Rs. 5500 to 9000 on the recommendation of the Departmental Promotion Committee. While this reference was subjudice before the Tribunal the Management on the basis of a departmental enquiry passed an order on 6-2-2003 directing the petitioner-workman to refund Rs. 17,510 with 11% interest which he having drawn as LTC advance had failed to utilize the same. Besides the above order a measure of minor penalty his one increment was withheld with cumulative effect. As the above order of punishment and recovery of money was passed during pendency of the above noted I.D. Case No. 17/2000, it is alleged by the petitioner in this Misc. Case under Section 33-A that the management by the above order has changed his service condition during pendency of above I.D. Case without the permission of the Tribunal and as such the same is liable to be set aside.

3. As against the above submission it is contended by the Management in his counter that the above action of the Management in awarding the above punishment did not necessarily warrant the permission of the Tribunal before which I.D. Case No, 17/2000 was pending inasmuch as the subject matter of the same was not related with the pre-existing right of the peritioner-Workman and as such the Misc. Case is liable to be dismissed being devoid of merit.

4. Except arguing on the legal aspect of the case no evidence has been adduced by either party.

5. It is the settled law that a complaint under Section 33-A is only maintainable where there is violation of the provisions of Section 33 of the Industrial Disputes Act. It is also the settled law that in order to entitle the workman to the protection of clause (a) and (b) of Sub-Section (1) of Sec. 33 of the Industrial Disputes Act it is to be shown that the workman is connected with pending dispute and (ii) that the alteration in question has the effect of making a change in his pre-existing right and such alteration is prejudicial to his interest and (iii) that such alteration is in regard to the matters connected with the pending dispute.

6. Likewise to bring the case within the fold of sub-section (2) (b) of Section 33 of the Industrial Disputes Act it is to be shown (i) that the action of the Management as taken in a departmental proceeding has resulted in the "discharge" or "punishment" whether by dismissal or otherwise and (ii) that such discharge or punishment is in regard to any misconduct with the pending dispute.

7. From the very pleadings of the parties it is clear that the petitioner-workman has never been discharged or punished by way of dismissal or otherwise pursuant to the departmental proceeding started against him. Hence, the application of sub-section (2)(b) of Section 33 is found to be outside the purview of consideration.

8. Now as regards applicability of sub-section (1)(a) and (b) of Sec. 33 of the I.D. Act the law is very much settled on the point that the punishment alleged to have the effect of changing the service condition of the workman is in relation to a pending dispute connected with the pre-existing right (service condition) of the workman. From the order of the Management it is clear that the workman has been punished for non-utilization of the LTC advance, which he had taken while the dispute pending before the Tribunal is in regard to some other matter not connected with any pre-existing right of the workman. The said pending dispute being for adjudication of certain chance right of the workers in general the same has no place for consideration under Section 33 of the Act. Besides even if it is considered that, the service conditions of the workman is connected or has got nexus with such chance right the punishment given to the workman can in no way affect the said right of the workman, the same not being one of dismissal or discharge. It is the settled law that mere raising or sponsoring a dispute by the Union will not be a "sine qua non" for holding that every member of the union will be a workman concerned for any matter whatsoever even if it had no semblance of any connection or interest with the pending dispute. Therefore, what is necessary to be proved in a case of the present nature is that the misconduct alleged against the workman is connected with the pending dispute. If it is found that the misconduct alleged against the workman is not connected with the dispute the Tribunal can consider of according approval for the action of the Management. Similarly clause (a) of Sub-Section (2) of the Section 33 empowers an employer to alter the condition of service applicable to a workman during pendency of a dispute in regard to any matter not connected with such dispute in accordance with the standing order applicable to the workman without the permission or approval of the authority before whom such dispute is pending if the punishment is not one of dismissal or discharge. As in the instant case the workman has not been dismissed or discharged but has simply been ordered to deposit with 11% interest the LTC advance which he had kept unutilized and one of his increments having only been stopped in addition to above on the basis of a departmental proceeding conducted under its standing order and the allegations thereof not being connected to any of the items pending for adjudication before the Tribunal, it is held that the action of the Management is beyond reproach and therefore in any view of the matter it is held that there is no merit in the present complaint under Section 33-A of the Industrial Disputes Act.

9. Accordingly the Misc. Case is dismissed there being no merit in it.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 1 जून, 2006

का.आ. 2374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. हिन्दुस्तान जिंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 90/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 43025/2/2006-आई.आर. (विविध)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Zinc Limited and their workman, which was received by the Central Government on 31-5-2006.

[No. L-43025/2/2006-IR (Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT

SHRI T. RAMACHANDRA REDDY, Presiding Officer

Dated the 19th day of May, 2006

Industrial Dispute L.C.I.D. No. 90/2004

(Old I.D. NO. ITID (C) 94/2001 Transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam)

Between :

Sri G. Chinna Rao,
D. No. 15-113, Lakshminagar,
"F" Block, Bazi Junction,
Gopalapatnam,
Visakhapatnam-530 027. ... Petitioner

AND

The General Manager,
M/s. Hindustan Zinc Limited,
(A Government of India Enterprise)
Zinc Lead Smelter, P.O.
Visakhapatnam-530 015. ... Respondent

Appearances :

For the Petitioner : M/s. S. Ramachandra Rao & P. Srinivasa Rao, Advocates

For the Respondent : M/s. D.V. Subba Rao & D.V.S.S. Somayajulu, Advocates

AWARD

This is a case taken under Sec. 2 A(2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Visakhapatnam in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's Order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing No. I.T.I.D.(C) 94/2001 and renumbered in this Court as L.C.I.D. No. 90/2004.

2. This is an application filed by the workman G. Chinna Rao u/s 2A(2) of Industrial Disputes Act, 1947 against Hindustan Zinc Limited seeking the relief to set aside the order of discharge dated 31-3-2004 and for reinstatement into service with back wages and all attendant benefits.

3. It is submitted that the Petitioner joined the service of the Respondent Management on 1-12-1978 and worked without blemish but a chargesheet dated 23-6-1999 was issued to him by the Respondent alleging misappropriation of electrodes belonging to the Respondent. He filed an explanation to the chargesheet. An Enquiry Officer was appointed without considering his explanation. Domestic enquiry was conducted without observing the principles of natural justice and found that charges against him were proved. The disciplinary authority without considering the explanation given by him on the enquiry report, has ordered discharge from service dated 31-3-2001. The Petitioner preferred an appeal against the order of the Disciplinary Authority but he received a communication from the senior manager that the appeal is dismissed and that the senior manager is not the appellate authority. The appeal filed by the Petitioner was not properly disposed off by the competent authority. On the date of discharge he was working as Senior Assistant, Store Department and drawing a salary of Rs. 11,523 per month.

4. It is further alleged that Petitioner was not given reasonable opportunity to defend himself by furnishing relevant documents ad the enquiry conducted against him is against rules governing the domestic enquiry.

5. The Respondent filed counter and denied the averments made in the petition and contended that the Petitioner was previously awarded the punishment of stoppage of one increment with cumulative effect by order dated 27-10-1999. The chargesheet was issued to the Petitioner along with two others involved in misappropriation of 410 kgs of Electrodes of value of Rs. 3.62 lakh in 'A' Group section of stores Department. A criminal case was also registered against the Petitioner, which was pending before the Hon'ble VIII Metropolitan Magistrate, Gajuwaka. It is further submitted that after considering the explantion to the chargesheet, the Disciplinary Authority has ordered and enquiry and the

Petitioner was given all opportunities in the departmental enquiry to defend his case. The copies of documents relied by the Management were furnished to the Petitioner workman and further the Petitioner workman has cross-examined the witnesses and further examined himself as a witness. The Petitioner workman has never raised objection during the enquiry about the violation of the principles of natural justice. The enquiry was conducted in a free and fair manner giving full opportunity to the Petitioner. On considering the evidence on record Enquiry Officer held that the charges against the Petitioner were proved. Disciplinary Authority concurred with the conclusions of the Enquiry Officer. The Petitioner workman was furnished with a copy of the enquiry report calling for the submissions and accordingly, the Petitioner workman submitted his explanation on 16-12-2000. The Disciplinary Authority after considering the said representation awarded the punishment of penalty of 'discharge'.

6. He further submitted that the appeal filed by the Petitioner workman was considered and disposed off after taking into account the entire material on record and confirmed the punishment and the decision of the appellate authority was communicated to the Petitioner workman through Senior Manager (P & A) vide letter dated 27-6-2001. He further submitted that this Tribunal cannot again re-appreciate the evidence and set in appeal against the orders of the Disciplinary Authority.

7. This petition was originally filed before the Industrial Tribunal-cum-Labour Court, Visakhapatnam and the same was transferred to this tribunal on a point of jurisdiction. The Industrial Tribunal-cum-Labour Court, Visakhapatnam has held that the domestic enquiry conducted by the Management is valid vide its order dated 23-6-2003 and the Petitioner workman was given free and fair opportunity in defending his case observing the principles of natural justice.

8. Arguments u/s 11A were heard by both counsels for Petitioner as well as Respondent.

9. The Learned Counsel for the Petitioner workman contended that the Petitioner has got a right to file appeal under the standing orders 21 and 26 relating to the procedure of cases of misconduct and that the Petitioner has filed an appeal and the same was not disposed off by a petition. The Enquiry Officer has violated the principles of natural justice and further contended that preliminary enquiry conducted by the vigilance officer and that statements of the witness were not filed. Further contended that the penalty imposed is not commensurate with the gravity of charges.

10. It is contended by the Respondent Management that the appeal filed by the Petitioner workman was disposed off by the appellate authority confirming the findings of the Disciplinary Authority and communicated the decision through Senior Manager (P & A) to the workman dated 27-6-2001 and further contended that the enquiry was conducted in a free and fail manner following the principles of natural justice and the Enquiry Officer on considering the explanation of the Petitioner and evidence on record held that the charges are proved and further contended that regarding the scope of this tribunal to review or re-appraise the evidence in disciplinary proceedings is limited and strict proof of legal evidence is not required.

11. The Petitioner workman filed his appeal dated 12-4-2001 against the orders of punishment of discharge. The Petitioner workman was given a letter through Senior Manager (P & A) stating the appeal filed by the Petitioner was rejected upholding the punishment awarded by the Disciplinary Authority *vide* its letter dated 27-6-2001. It is clearly mentioned in this letter that Senior Manager (P & A) was directed to inform the Petitioner about the result of the appeal. It is also discloses that the appeallate authority after careful examination, the appeal was rejected. It shows that the appeal filed by the applicant was disposed off on considering the material on record. When the appellate authority satisfied with the findings of the Disciplinary Authority on considering the material on record, it is not mandatory to dispose off the appeal by giving detailed reasons concurring with the findings of the Disciplinary Authority. The ruling relied by he Learned Counsel for the Petitioner is 1998 LAB I.C. page 218 Allahabad High Court, Mahesh Kumar Pandey Vs. U.P. S.R.T.C. and others is not applicable to the facts of the present case. In the present case the Petitioner was given ample opportunity to defend his case and he participated in the enquiry and cross-examined the witnesses produced on behalf of the Management. The Petitioner workman also examined himself as a witness. The Preliminary report of the vigilance officer and the statements recorded by him are the material on record and the enquiry was conducted in a free and fair manner affording ample opportunity to disprove the charges framed against him. The Petitioner workman never raised any objection during enquiry that he was not given chance to defend his case. The enquiry was vitiated in the said ruling because of the latches on the part of the Management in following the principles of natural justice. It should be noted that Departmental enquiries the doctrine of proving beyond doubt has no application.

12. I have gone through the enquiry report which discloses voluminous documentary and oral evidence. The Enquiry Officer on considering the entire material on record has concluded that the charges against the Petitioner are proved. It may be noted that this tribunal in its power of judicial review and does not act as appellate authority to re-appreciate the evidence and I am supported by the following rulings : (1) In Janata Bazaar (South Kanara Central Co-operative Wholesale Stores Limited and others Vs. Secretary, Sahakari Noukarara Sangha and other reported in (2000) 7 SCC 517, the Hon'ble Supreme Court held that "the scope of Judicial Review of Punishment under

Sec. 11A of Industrial Disputes Act, 1947 is limited where the charge was established in the domestic enquiry and the delinquent employee was dismissed. The Labour Court cannot substitute the penalty imposed by the employer where the discretion of the employer exercised in imposing penalty after misconduct was proved in domestic enquiry. A proved case of misappropriation does not call for a sympathy". (2) In BC Chaturveedhi Vs. Union of India reported in 1995 (5) SLR 778, the Hon'ble Supreme Court held that "Judicial Review is not an appeal from a decision but a review of the manner in which the decision is made. When an enquiry is conducted on charges of misconduct by a public servant the Court/Tribunal is concerned to determine whether the enquiry was held by the competent officer or whether rules of natural justice are complied with. When the authority accepts the evidence and the conclusion receives support from there the disciplinary authority is entitled to hold the delinquent officer is guilty of the charge. The Disciplinary Authority is the sole Judge of the facts." (3) In High Court of Judicature Vs. Sashikant Patil reported in 2000(7) SLR 322, the Hon'ble Supreme Court held that "Judicial interference in the matter of disciplinary enquiry is permissible if there is violation of natural justice and statutory regulations. It cannot be overlooked that the Disciplinary Authority is the sole Judge of the facts and if the enquiry is properly held the High Court cannot interfere under Article 226 of the Constitution of India."

13. The discretion vested under Sec. 11A of Industrial Disputes Act, 1947 is limited. It is held in Mahindra & Mahindra Limited Vs. Natawadi reported in (2005) 3 SCC 134, the Hon'be Supreme Court held that "after introduction of Section 11(A) in the Industrial Disputes Act, 1947 certain action of discretion is vested in the Labour Court/ Industrial Tribunal in interfering the quantum of punishment awarded by the Management where the workman concerned is found guilty of misconduct. The said area of discretion is very well defined by various Judgements of the Supreme Court and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11(A) is available on the existence of certain facts like punishment being so disproportionate to the gravity of misconduct so as to disturb the conscience of the court or the existence of any mitigating circumstances which require the reduction of the sentence or the past conduct of the workman which may persude the Labour Court to reduce the punishment. In the absence of any such factor existing the Labour Court cannot by way of sympathy alone exercise the power under Section 11A of the Act and reduce the punishment."

14. It has to be seen whether the punishment imposed is commensurate with the gravity of the charges. The charges against the Petitioner is grave in nature and past conduct on the part of the Petitioner reveals that he was punished once by stoppage of increment. The punishment imposed does not appear to be disproportionate with the gravity of misconduct so as to disturb the conscience of the court and further I do not see any mitigating circumstances for reducing the punishment. On considering the entire record, I hold that the punishment imposed by the Respondent in discharging the Petitioner is justified and legal and I do not see any ground to interfere with the punishment.

Award passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 19th day of May, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for Petitioner	Witnesses examined for Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

Ex. M1	:	Copy of sanction order No. PF : 41670-4/ VZS/P&A/99 dt. 8-6-99
Ex. M2	:	Copy of sanction order No. PF : 41670-4/ VZS/P&A/99 dt. 23-6-99
Ex. M3	:	Copy of enquiry proceedings
Ex. M4	:	Copy of tender dt. 29-3-99
Ex. M5	:	Copy of tender dt. 30-3-99
Ex. M6	:	Copy of incoming material register from 21-4-99 to 13-5-99
Ex. M7	:	Copy of Order No. VZS/PUR(A)/227 (98) CWS-1770/3746 dt. 29-3-99
Ex. M8	:	Copy of invoice cum challan No. 002 dt. 9-4-99
Ex. M9	:	Copy of daily register from 20-4-99 to 14-5-99
Ex. M10	:	Copy of receipt cum inspection report dt. 14-5-99
Ex. M11	:	Copy of receipt cum inspection report dt. 22-4-99
Ex. M12	:	Copy of extract from A group material register
Ex. M13	:	Copy of stock register
Ex. M14	:	Copy of stock register
Ex. M15	:	Copy of stock register
Ex. M16	:	Copy of stock register
Ex. M17	:	Copy of stock register
Ex. M18	:	Copy of Statement of GV Prasad dt. 31-5-99
Ex. M19	:	Copy of Statement of G. Chinna Rao dt. 31-5-99

Ex. M20 : Copy of Statement of B. Peerubabu dt. 1-6-99
Ex. M21 : Copy of Statement of Dandapani dt. 31-5-99
Ex. M22 : Copy of Statement of P. Satyanarayana dt. 3-6-99
Ex. M23 : Copy of Statement of M. Sadhu Rao dt. 2-6-99
Ex. M24 : Copy of Statement of K. Eswara Rao dt. 4-6-99
Ex. M25 : Copy of letter addressed to the Vigilance Officer by the workman dt. 5-6-99
Ex. M26 : Copy of Statement of Chinna Rao dt. 7-6-99
Ex. M27 : Copy of Statement of Dandapani dt. 7-6-99
Ex. M28 : Copy of Statement of B. Peerubabu & Sadhu Rao dt. 7-6-99
Ex. M29 : Copy of Statement of P. Srinivasa Rao dt. 5-6-99
Ex. M30 : Copy of Statement of G. Nageswara Rao dt. 10-6-99
Ex. M31 : Copy of stores issue voucher dt. 27-4-99
Ex. M32 : Copy of stores issue voucher dt. 27-5-99
Ex. M33 : Copy of the stock register
Ex. M34 : Copy of Staatement of G. V. Subramanayam dt. 2-6-99
Ex. M35 : Copy of Statement of M.S. Naidu dt. 4-6-99
Ex. M36 : Copy of Statement of N. Krishnamurthy dt. 4-6-99
Ex. M37 : Copy of voucher
Ex. M38 : Enquiry proceedings dt. 22-12-99
Ex. M39 : Evidence of P. Seertharamayya dt. 21-1-2000
Ex. M40 : Evidence of G.V. Subramanayam dt. 21-1-2000
Ex. M41 : Evidence of G.V. Prasad dt. 8-2-2000
Ex. M42 : Evidence of K. Eswra Rao dt. 15-2-2000
Ex. M43 : Evidence of Dandapani dt. 15-2-2000
Ex. M44 : Evidence of B. Peerubabu dt. 15-2-2000
Ex. M45 : Lr. addressed to the Enquiry Officer by workman
Ex. M46 : Written brief of Management dt. 8-6-2000
Ex. M47 : Counter brief of workman dt. 19-6-2000
Ex. M48 : Enquiry report dt. 6-10-2000
Ex. M49 : Statement by workman to the General Manager dt. 16-12-2000
Ex. M50 : Copy of office order dt. 31-3-2001
Ex. M51 : Appeal to the appellate authority by workman dt. 12-4-2001
Ex. M52 : Copy of appellate authority order dt. 27-6-2001.

नई दिल्ली, 1 जून, 2006

का.आ. 2375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बोम्बे मिनरल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1174/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 29011/16/2001-आई.आर.(विविध)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1174/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bombay Minerals Limited and their workman, which was received by the Central Government on 31-5-2006.

[No. L-29011/16/2001-IR(Misc.)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

PRESENT

SHRI B.I. KAZI, (B.Sc. L.L.M.), Presiding Officer

Industrial Dispute (Reference C.G.I.T.A.) No. 1174/04

Old (I.T.C.) No. 13/2001

M/s. Bombay Minerals Ltd.,
The Managing Director,
P.O. Bhatia, Tal—Kalyanpur,
Distt. Jamnagar,
Jamnagar ... First Party

V/s.

The Secretary,
Tata Chemical Skilled Mazdoor Sangh,
Post Box No. 19,
Mithapur,
Dist. Jamnagar, 361 345 ... Second Party

APPEARANCES :

First Party : Shri J.N. Shah
Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-29011/16/2001-IR(M) dated 14-05-2001 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the management of M/s. Bombay Minerals Ltd., Bhatia in terminating/ discounting the services of Sh. Mulji Narsi Kachhetia w.e.f. 01-11-1999 is just valid and legal? If not, to what benefits the workman is entitled for and what directions are necessary in the matter?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 25-06-2001. The date of file the statement of claim was 27-07-2001. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 4 years from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of M/s. Bombay Minerals Ltd., Bhatia in terminating/discounting the services of Sh. Mulji Narsi Kachhetia w.e.f. 01-11-99 is just valid and legal. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No. order as to cost.

B.I. KAZI, Presiding Officer

Dated : 22-08-2005
Ahmedabad

नई दिल्ली, 1 जून, 2006

का.आ. 2376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बोम्बे मिनरलस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1175/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 29011/15/2001-आई.आर.(विविध)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1175/ 2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bombay Minerals Limited and their workman, which was received by the Central Government on 31-5-2006.

[No. L-29011/15/2001-IR (Misc.)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT AT AHMEDABAD

PRESENT

SHRI B.I. KAZI, (B.Sc. L.L.M.) Presiding Officer

Industrial Dispute (Reference C.G.I.T.A.) No. 1175/2004

Old (I.T.C.) No. 14/2001

M/s. Bombay Minerals Ltd.,
The Managing Director,
P.O. Bhatia, Tal—Kalyanpur,
Distt. Jamnagar,
Jamnagar. ... First Party

V/s.

The Secretary,
Tata Chemical Skilled Mazdoor Sangh,
Post Box, No. 19,
Mithapur, Distt. Jamnagar-361345 ... Second Party

Appearances :

First Party : Shri J.N. Shah
Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by Order No. L-29011/15/2001-IR(M) dated 14-05-2001 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the management of M/s. Bombay Minerals Ltd., Bhatia in terminating/ discounting the services of Sh. Jetha Punj Makwana w.e.f. 01-11-1999 is just valid and legal? If not, to what benefits the workman is entitled for and what directions are necessary in the matter?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 25-06-2001. The date to file the statement of claim was 27-07-2001. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 4 years from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus, the concerned workman failed to prove this case.

Looking to the above observations, I hereby pass the following order :

ORDER

The action of the management of M/s. Bombay Minerals Ltd. Bhatia in terminating/discounting the services of Sh. Jetha Punj Makwana w.e.f. 01-11-99 is just valid and legal. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Dated : 17-08-2005

Ahmedabad

नई दिल्ली, 1 जून, 2006

का.आ. 2377—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बोम्बे मिनरलस लि., के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1176/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 29011/18/2001/-आई.आर (विविध)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1176/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bombay Minerals Limited and their workman, which was received by the Central Government on 31-5-2006.

[No. L-29011/18/2001-IR (Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT AT AHMEDABAD

PRESENT:

Shri . B.I. KAZI (B.Sc. L.L.M), Presiding Officer

Industrial Dispute (Reference C.G.I.T.A.) No. 1176/2004 OLD (I.T.C.) No. 15/2001

M/s. Bombay Minerals, Ltd.,
The Managing Director,
P.O. Bhatia, Tal—Kalyanpur, Jamnagar,
Dist., Jamnagar,

First Party.....

V/s.

The Secretary,
Tata Chemical Skilled Mazdoor Sangh,
Post, Box, No.19
Mithapur,
Dist., Jamnagar-361345. Second Party.....

Appearances :

First Party : Shri J.N. Shah

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by Order No. L-29011/18/2001-IR (M) dated 4-05-2001 to this Tribunal for adjudication the terms of reference is as under:

SCHEDULE

"Whether the action of the management of M/s. Bombay Minerals Ltd., Bhatia in terminating/discounting the services of Sh. Thakar Jaysukh Gordhan w.e.f. 01-05-2000 is just valid and legal? If not, to what benefits the workman is entitled for and what directions are necessary in the matter?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 25-06-2001. The date to file the statement of claim was 27-07-2001. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 4 years from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations, I hereby pass the following order:

ORDER

The action of the management of M/s. Bombay Minerals Ltd., Bhatia in terminating/discounting the services of Sh. Thakar Jaysukh Goardhan w.e.f. 01-05-2000 is just valid and legal. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

B.I. KAZI, Presiding Officer

Date : 19-08-2005
Ahmedabad.

नई दिल्ली, 1 जून, 2006

का.आ. 2378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी आफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 37/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 11011/7/2000-आई.आर.(विविध)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2378.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 31-5-2006.

[No. L-11011/7/2000-IR(Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

SHRI T. Ramchandra Reddy, Presiding Officer

Dated the 19th day of May, 2006

INDUSTRIAL DISPUTE NO. 37/2002
(Old I.D.No. 7/2001 transferred from Industiral Tribunal-1, Hyderabad)

BETWEEN:

The Branch Secretary,
Airports Authority Kamgar Union,
Begumpet,
Hyderabad. ....Petitioner

AND

The Director,
Airports Authority of India,
Begumpet,
Hyderabad-500016. ....Respondent

APPEARANCES:

For the Petitioner : Sri Ch. Indrasena Reddy, Advocate

For the Respondent : M/s. A.K. Jayaprakash Rao, K. Srinivasa Rao, P. Sudha, T. Bal Reddy, M. Govind & K. Ajay Kumar, Advocates.

AWARD

The Government of India, Ministry of Labour by its Order No.L-11011/7/2000/IR (M) dated 24-1-2001 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to the Industrial Tribunal-1, Hyderabad between the management of Airports Authority of India and their workman which has been transferred to this Tribunal in view of Government of India, Ministry of Labour's Order No. H-11026/1/2001-IR(C. II) dated 18-10-2001 bearing No. 7/2001. The reference is,

SCHEDULE

"Is the Management of Airports Authority of India justified in changing service conditions of Aerodrome Attendants without giving notice under Section 9(a) of the Industrial Disputes Act, 1947? If not, what relief the concerned workmen are entitled to?"

The reference is renumbered in this Tribunal as I.D. No. 37/2002 and notices were issued to the parties.

2. The dispute is between the Airports Authority Kamgar Union through its Branch Secretary, Rajiv Gandhi Airpot and Airports Authority of India through its Director, Rajiv Gandhi Airpot, Hyderabad. On behalf of the workman the claim statement is filed alleging that there are more than 50 Aerodrome workers working for the last several years on the duties of Runway, Main Gate, Fire Gate, Radar, Localizer, Middle Marker, etc. The State Police used to perform, Security and Anti-Hijacking duties with or without ammunition. On account of enactment of National Airports Authority Act the service conditions of the applicant workmen were purported to be the service conditions from the appointed date i.e., 1-6-1986 as applicable in National Airports Authority prior to the enactment in the year 1995. On account of induction of Central Industrial Security Force (CISF) as the Airport, the service conditions of the Aerodrome Attendants were disturbed and changed without giving any notice. The applicant workmen has made a representation to the Management for changing the duty roster and further the Management has not participated in the conciliation meeting between the unions and the labour Department on the ground that the union was not recognized by the Management. The applicants also made individual representations on 22-1-2001 not to change the service conditions/duties without following the procedure u/s 9(a) of Industrial Disputes Act, 1947.

3. Further submitted that the action of the Respondent amounts to abolition of all regular posts of aerodrome attendants in arbitrary manner which amounts to unfair labour practice.

4. The Respondent Management filed its counter through Airport Director, Hyderabad Airport and denied the averments made in the petition and pleaded that it has appointed 50 aerodrome attendants and the nature of the duties was to which and ward on the Runway in the operational areas of Hyderabad Airport. The State Police used to perform the security and Anti-Hijacking duties. The Central Government took a decision for induction of Central Industrial Security Force in all the Airports in India in view of the increase in crime rate and threats of hijacking and deployed 390 CISF personnel in the Begumpet Airport. On accont of induction of CISF personnel the aerodrome attendants have become surplus. However, taking into consideration of the length of service of the aerodrome attendants, they were accommodated in other duty posts of security related. The aerodrome attendants were posted to various places and allotting the designated duties. Therefore, there is no violation of provisions of the Industrial Disputes Act, 1947. The entrustment of the work to the aerodrome attendants is legal and justified and it cannot be termed as change in service conditions. It is further submited that the Petitioners' union cannot ask that 50 aerodrome attendants should be entrusted with the work at the same place after induction of CISF.

5. The Petitioners examined Sri G.A. Rudrappa Joint General Secretary of their union as WW1 and got marked the following documents. Ex. W1 is the reference. Ex.W2 is the corrigendum of Ex.W1. Ex. W3 is Copy of duty roster from 16-4-2000 to 13-5-2000. Ex.W4 is Subsequent roster to Ex.W3. Ex. W5 is representation in protest. Ex.W6 is copy of representation before conciliation officer. Ex.W7 is copy of letter by Respondent to the conciliation officer. Ex.W8 is the bunch of copies of 36 representations. Ex. W9 is office note of Respondent dated 10-8-2000. Ex.W10 is the copy of circular for option of workmen for transfer out of Hyderabad. Ex.W11 is copy of representation of the workmen to stop illegal change of service conditions. Ex.W12 is the copy of espousal dated 12-3-2001. Ex. W13 is copy of Memorandum of Settlement. Ex.W14 is the Memorandum of Settlement dated 6-6-2000. Ex.W15 is Memorandum of Settlement dated 19-3-2001.

6. The Respondent filed deposition affidavit through the Assistant General Manager and got marked the following exhibits. Ex.M1 is the office letter dated 27-11-2002 issued by the Ministry of Civil Aviation "SS Section". Ex. M2 office letter dated 7-2-2000 of Airports Authority of India Ref. No. AAI/M(o)/4/67. Ex. M3 is office letter dated 7-11-2000 of Airport Authority of India Ref. No. AAI/(NAD)/M/CISF/EA.

7. The Learned Counsel for the Petitioner contended that Petitioners' union is a registered union and there was settlements between the Petitioners' union and the Management previously even though it was not recognized and the Petitioner union cannot not be recognized by the Respondent on account of losing in elections and further contended that on account of induction of CISF, service conditions the aerodrome attendants were charged by giving revised duty roster w.e.f. 30-4-2000 without following the procedure u/s 9(a) of Industrial Disputes Act, 1947.

8. On the other hand, the Learned Counsel for the Respondent contended that the Central Government took a decision to deploy CISF personnel in all the Airports in the country in view of the threat of hijacking and frequent travel of VIPs and 316 CISF personnel were deployed in Hyderabad Airpot and further contended that on account of the deployment, aerodrome attendants were declared as surplus and that the Respondent Management has taken a decision on humanitarian grounds by transferring some persons to other airports and the remaining surplus employees retained with the same status and benefits and utilized their services wherever required in Hyderabad Airport and further there is no change in service but only the place of their duties were changed and further contended that there is no violation of 9(a) of Industrial Disputes Act, 1947 and further contended that the Pettioners' union leader i.e., WW1 is an officer and he has no *locus standi* to represent the applicant workmen.

9. It is not in dispute that the Petitioners were working as aerodrome attendants and they used to carry out the duties at Main Gate, Fire Gate and Run Way etc. The Goverment of India has taken decision to deploy CISF personnel in all the Airports in India for providing comprehensive security cover to the operational areas as well as to perform anti-hijacking and anti-sabbotage offence and 390 persons were inducted in Hyderabad Airport. On account of the induction of CISF personnel the Aerodrome attendants have become surplus and notice was issued dated 8-1-2001 asking the willingness of the aerodrome attendants for transfer and the Petitioner workmen made a representation to the said notice. On perusing the re-mustering schedules it is found that the aerodrome attendants were given duties at various places and the main gate and other gates were manned by CISF personnel. The recognized unions of the Hyderabad Airport have not questioned the change at other places and carried out with the Management. It should be noted that the Petitioners were given duties in the premises by changing their place of work. The Respondent Management has utilized the services of the aerodrome attendants by posting them at different places in the airport premises. Merely because they were posted at different places it cannot be said that their service conditions were different. The Petitioner applicants were discharging their duties at the same status as aerodrome attendants and with the same capacity. The

major duties of the security at the main gates is handled by CISF persons who were armed with weapons. The demand of the Petitioners is that their duty at the main gate as previously should not be changed, is untenable in view of the induction of the specialized security persons.

10. The mere posting at various places cannot be said to be the change in service conditions of aerodrome attendants. Therefore, there is no violation of Sec. 9A of Industrial Disputes Act, 1947 and therefore, the Respondent Management is justifed in posting the aerodrome attendants at various places in the aerodrome premises.

11. The Petitioner also filed IA No. MP-2003 u/s. 33-A of Industrial Disputes Act, 1947 for giving a direction to the Respondent Management to stop the unfair labour practices and the said IA was filed by Sri G.A. Rudrappa, WW1 alleging that he joined the Respondent Management as Fire Operator on 29-3-82, thereafter he was promoted as Fire Foreman on 25-3-93 and further promoted as Senior Fire Foreman/Superintendent w.e.f. 30-8-2002. It is further submitted that he is office bearer of Airports Authority Kamgar Union and used to espouse the grievances of the workman to the Respondent and various authorities and further submitted that he is a protected workman and espouse the cause of the Petitioners. He further submitted that he was promoted as Superintendent (fire) orders dated 30-8-2002 wherein he was asked to perform the existing duties even though he was promoted and the whereas some of the officials who were retained at Hyderabad were given their promoted duties except the Petitioner which amounts to unfair labour practice.

12. The Respondent filed the counter stating that the reference made by the Central Government is relating to the service conditions of aerodrome attendants and not the Department of the Foreman (Fire). As such the petition is not maintainable. Petitioner cannot file the present petition without approaching the grievances cell of the Respondent organization. It is further submitted that the Petitioner is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947 as he is having administrative and supervisory powers.

13. The IA is filed by the Petitioner who is not a workman within the definition of Sec. 2(s) of Industrial Disputes Act, 1947. The nature and duties of the Petitioner is administrative and supervisory in nature and further the subject matter of the industrial dispute is with regard to the service conditions of the aerodrome attendants. The cause of action for the present dispute is entirely different. The Petitioner is at liberty to approach the grievance cell in the Respondent organization and further he can get the dispute referred by the Central Government in the event of failure of conciliation proceedings. Under the circumstances I hold that this IA is not maintainable and dismissed accordingly.

14. The next question that arises is whether the WW1 can espouse the cause of the aerodrome attendants. It is admitted that the union of the Petitioner was not recognized by the Respondent on account of losing in elections. The Learned Counsel for the Petitioner pointed out that even though the union is not recognized, settlements were entered with the present union by the Respondent on previous occasions. As such Petitioner will get a right to represent the union. I am unable to concur with the Learned Counsel. Admittedly the Petitioners' union was not recognized on account of losing in elections and merely because on the previous occasions there was settlement between Petitioners' union and the Respondent, will not give the right to espouse the cause of the members of the unrecognized union. Admittedly the Petitioners workers were members of the unrecognized union and the Petitioners' union has no *locus standi* to represent the cause of the Petitioners.

15. For the above reasons I hold that the Airports Authority of India is justified in changing the duties of the Petitioners by posting at various places in the airport premises and there is no violation of Sec. 9(a) of Industrial Disputes Act, 1947.

Award passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 19th day of May, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner :	Witnesses examined for the Respondent :
WW1 : Sri G.A. Rudrappa	MW1 : Sri G.G.S. Rao

Documents Marked for the Petitioner

Ex.W1 :	Copy of reference.
Ex.W2 :	Copy of lr. No. AAKU/Hyd/Reference/2001 dt. 9-3-2001.
Ex.W3 :	Copy of duty roster for the period from 16-4-2000 to 13-5-2000.
Ex.W4 :	Copy of Subsequent changed roster to Ex.W3 dt. 30-4-2000.
Ex.W5 :	Copy of representation protesting the change of duty roster 5-5-2000.
Ex.W6 :	Copy of lr. No AAKU/Service Conditions/ Hyd. 2000 dt. 5-6-2000.
Ex.W7 :	Copy of lr. No. AAI/NAD/HY/E-28/2K/11065 Dt. 24-7-2000
Ex.W8 :	Copy of Bunch of 36 representations
Ex.W9 :	Copy of office note No. AAI/HY/0.8(AEMC) 2000 dt. 10-8-2000
Ex.W10 :	Copy of lr. No. AAI/(NAD)/M/CISF/EA/ dt. 7-11-2000

Ex.W11: Copy of lr. No. AAKU/Representation/Hyd./2001 dt. 23-1-2001

Ex.W12: Copy of espousal dt. 13-3-2001

Ex.W13: Copy of Memorandum of Settlement dt. 19-2-97

Ex.W14: Copy of Memorandum of Settlement dt. 6-6-2000

Ex.W15: Copy of Memorandum of Settlement dt. 19-3-2001

Documents marked for the Respondent

Ex.M1: Copy of office lr. dt. 27-1-2002 issued by the Min. of Civil Aviation "SS Section".

Ex.M2: Copy of office lr. dt. 7-2-2000 of Airport Authority of India Ref. No. AAI/M(o)/4/67

Ex.M3: Copy of office lr. dt. 7-11-2000 of Airport Authority of India Ref. No. AAI/(NAD)/M/CISF/EA.

नई दिल्ली, 1 जून, 2006

का.आ. 2379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि- करण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 822/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 30011/71/2003-आई.आर.(विविध)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.822/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Ltd. and their workmen, which was received by the Central Government on 31-5-2006.

[No. L-30011/71/2003-IR(Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT : SHRI B.I. KAZI (B.Sc., L.L.M.), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 822/2004

Old (I.T.C) No. 34/03

1. The Asstt. General Manager,
ONGC Ltd. Ankleshwar,
Ankleshwar, Gujarat.

2. M/s. Central Investigation & Security (P) Ltd.,
DG/15, Sardar Patel Complex, GIDC,
Ankleshwar.

3. M/s. Janpriya Engineering Co.
C/o. House Keeping, ONGC Colony,
Ankleshwar.

4. M/s. P.B. Patel & Co.
C/o ONGC Office,
Ankleshwar. ...First Paty

V/s.

The Branch President,
ONGC Employees Assn,
Mansav Vivkas Bhavan,
Ankleshwar. ...Second party

APPEARANCE

First Party : P.F. Jhaveri, S.K. JAIN

Second Party : (Absent)

AWARD

1. The Government of India, has referred the Industrial Dispute between the above parties by Order No. L-30011/71/2003-IR (M) dated, 13-10-2003 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the demand of the Union in respect of 95 contractual workmen (list enclosed) engaged through various contractors in the establishment of ONGC, Ankleshwar for treating them as direct and regular employee of the ONGC from the date of their joining is legal, proper and justified? If so, to what relief these workmen are entitled and from which date and what other directions are necessary in the matter ?

2. The second party was issued a notice to file the statement of claim by this Tribunal on 20-11-2003. The date to file the statement of claim was 23-12-2003. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party filed to submit a statement of claim after 1 year 4 months from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workmen failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The demand of the Union in respect of 95 contractual workmen (list enclosed) engaged through various

contractors in the establishment of ONGC, Ankleshwar for treating them as direct and regular employee of the ONGC from the date of their joining is improper and unjust. The concerned workmen are not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 16-08-2005

Ahmedabad. B. I. KAZI, Presiding Officer

नई दिल्ली, 1 जून, 2006

का.आ. 2380.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बोम्बे मिनरल्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1173/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल- 29011/21/2001-आई.आर.(विविध)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2380.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1173/2004) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bombay Minerals Ltd. and their workman, which was received by the Central Government on 31-5-2006

[No. L-29011/21/2001-IR(Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT AHMEDABAD

PRESENT :—SHRI B.I. KAZI (B.SC., L.L.M.), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 1173/2004
Old (I.T.C) No. 12/2001

M/s. Bombay Minerals, Ltd.,
The Managing Director,
P.O. Bhatia, Tal-Kalyanpur,
Dist, Jamnagar,
Jamnagar

...First party

V/s.

The Secretary,
Tata Chemical Skilled Mazdoor Sangh,
Post Box No. 19, Mithapur,
Distt., Jamnagar-361345.

...Second party

APPEARANCE

First Party : Shri J.N. Shah

Second Party : (Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by Order No. L-29011/21/2001-IR (M) dated, 17-05-2001 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the management of M/s. Bombay Minerals Ltd. Bhatia in terminating/discounting the services of Sh. Bhagwandas Ghelaram w.e.f. 1-11-1999 is just valid and legal ? If not, to what benefits the workmen is entitled and what directions are necessary in the matter?

2. The second party was issued a notice to file the statement of claim by this Tribunal on 25-6-01. The date to file the statement of claim was 27-07-2001. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 4 years from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workmen failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of M/s. Bombay Minerals Ltd. Bhatia in terminating/discounting the services of Sh. Bhagwandas Ghelaram w.e.f. 1-11-1999 is just valid and legal ? The concerned workmen is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 19-08-2005

Ahmedabad. B.I. KAZI, Presiding Officer

नई दिल्ली, 1 जून, 2006

का.आ. 2381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पैट्रोफिल्स को.-आपरेटिव लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 545/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल-29024/6/2001-आई.आर.(विविध)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.545/2004) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Petrofils Co-operative Ltd. and their workman, which was received by the Central Government on 31-5-2006

[No. L-29024/6/2001-IR(Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT AHMEDABAD

PRESENT :—SHRI B.I. KAZI (B.Sc., L.L.M.), Presiding Officer

INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.) No. 545/04.
Old (I.T.C) No. 19/03

The Director,
Petrofils Co-operative Limited,
P.O. Petrofils, Vadodara-391347. ...First party

V/s.

The General Secretary,
Petrofils Co-operative Limited,
208, Gayatri Chambers, Alkapuri,
Vadodara-390 005 ...Second party

APPEARANCE

First Party : K. M. Shah

Second Party : (Absent)

AWARD

1. The Government of India, has referred the Industrial Dispute between the above parties by order No. L-29024/6/2001-IR(M) dated, 22-01-2003 to this Tribunal for adjudication, the terms of reference is as under :

Schedule

"Whether the representation (Copy enclosed) dated 7-4-2001 submitted by Petrofils Employees (contract labour) Congress that 240 employees represented by them were not served any notice of the hearing under rule 76-C1 of Industrial Disputes (Central Rules 1957) justified. If so to what relief the concerned workmen are entitled from the management to Petrofils Co-operative Ltd.

2. The second party was isued a notice to file the statement of claim by this Tribunal on 20-03-03. The date to file the statement of claim was 25-06-2003. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 2 years from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workmen failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The representation (Copy enclosed) dated 07-04-2001 submitted by Petrofils Employees (contract labour) Congress that 240 employees represented by them were not served any notice of the hearing under rule 76-C-1 of Industrial Disputes (Central Rules 1957) is just. The concerned workmen are not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 12-08-2005

Ahmedabad. B. I. KAZI, Presiding Officer

नई दिल्ली, 1 जून, 2006

का.आ. 2382.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 380/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2006 को प्राप्त हुआ था।

[सं. एल-30011/22/2004-आई. आर. (विविध)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 1st June, 2006

S.O. 2382.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 380/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workmen, which was received by the Central Government on 31-5-2006

[No. L-30011/22/2004-IR (Misc.)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 10th March, 2006

PRESENT : K. JAYARAMAN,
Presiding Officer

Industrial Dispute No. 380/2004

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947), between the Management of ONGC and their workmen)

BETWEEN

The General Secretary, ONGC General Workers Union	:	I Party/Claimant

AND

1. The Assistant Manager/AED, Cauvery Project, ONGC, Karaikal	:	II Party/ Management
2. The management of TEXCO, Chennai		

Apperance :

For the Claimant	:	Mr. J. Narayana Moorthy, Advocate
For the 1st Respondent	:	M/s. P. Arulmudi & P. Srinivasan, Advocates
For the 2nd Respondent	:	M/s. S. K. Selvaraj, Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-30011/22/2004-IR (M) dated 09-06-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows:—

"Whether the workmen (listed below) are contract labourers of ONGC or not ? If not, to what relief they are entitled and whether the termination of the workmen is justified or not, if not to what relief they are entitled? LIST : S/Shri C. Kannan, G. Pandarinathan, P. Nagarajan, M. Sambandam, U. Swaminathan, V. S. Bose, N. Subramanian, P. Balasundaram and A. Radhakrishnan."

2. After the receipt of the reference, it was taken on file as I. D. No. 380/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The Petitioner union espouses the cause of the nine workmen concerned in this dispute, who are ex-servicemen and are fully qualified for the post and on being relieved from military tenure these employees got registered at Ex-servicemen Corporation Ltd. for employment namely under 2nd Respondent and these workmen were sponsored for an interview and selection by the 1st Respondent on 16-5-94 and they were selected as instrument technicians. The 1st Respondent initially appointed these persons on contract basis. They were given training by the 1st Respondent Corporation. After their training, they were given posting in a rigs at various sites on general shift basis and it was carried out by the Deputy Superintending Engineer (Instrument) of Respondent/Management. Thus, the control of engagement, deployment and relieving from duty was carried out by Deputy Superintending Engineer who is the officer of 1st Respondent/Management and their duties were also fixed by 1st Respondent and these employees after performing the duties have to report to officers of 1st Respondent. Further, the Government of India under Section 10(1) of Contract Labour (Regulation & Abolition) Act issued notification on 8-9-94 prohibiting the employment of contract labourers in 13 categories and instrument technician is one of the categories prohibited by the Government of India to be employed on contract basis. Therefore, the 1st Respondent corporation did not enter into any written contract for supplying these labourers with the 2nd Respondent. Further in the communication to employees, it was not stated that employment of these employees are by 2nd Respondent TEXCO under contract with the 1st Respondent. No doubt, wages were paid to 2nd Respondent herein and who in turn, distributed the same to the employees. But the 2nd Respondent acted only as Mukdum or Maistry in collecting wages and distributed the sum so collected to these employees. Further, merely collecting service charge will not establish the concerned employee as contract employees. Manpower study of Cauvery Project made by 1st Respondent

Industrial Engineering Department recommended vacancies to be filled up by recruitment and the 1st Respondent invited applications to fill up these posts. Even though the concerned employees made representation, they were not considered for recuitment to these posts. Therefore, they have filed a Writ Petition before High Court and High Court has passed an interim order restraining the employment and in case any appointment is made, it is subject to outcome of the writ petition. Again, the employees filed a Writ Petition before High Court in the year 1998 for issue of Writ of Mandamus to direct the 1st Respendent to regularise the services of nine Petitioner based on the decision of Supreme Court in Air India Statutory Corporation Vs. United Labour Union reported in 1997 SCC 25 1344. When the matter is pending the Constitution Bench of Supreme Court have decided in a subsequent case overruling the above decision of Full Bench and therefore, the Respondent immediately terminated the services of concerned employees and the concerned employees raised a dispute before Assistant Labour Commissioner (Central) on 1-1-2002 informing him of threatened termination. But the 1st Respondent ante dated the termination order as 31-12-01 and issued orders not to the individuals or TEXCO but to the rig-in-charge to disengage the services of nine instrumentation mechanics. Since there is no valid contract entered into between the 1st and 2nd Respondent it has to be concluded that concerned employees are to be treated as regular employees with effect from the date of their joining and fix them in regular scale of pay as applicable to regular employees. Hence, the Petitioner union prays to hold that the nine workmen in this dispute are not contract employees and they should be listed as regular employees as instrument technicians.

4. As against this, the 1st Respondent in its Counter Statement alleged that the concerned employees are employees of 2nd Respondent which has distinct legal entity and has been engaged in corporate as a Govt. company of State of Tamil Nadu under Companies Act. Further, the 2nd Respondent has been incorporated for rehabilitation of ex-servicemen personnel and it secures with various public sector understanding and deploys its employees for execution thereof and the employees under its direct control and supervision and for all disciplinary matters. Their service conditions are framed by the 2nd Respondent. Further, the concerned employees do not fall under definition of contract labour as per Contract Labour (Regulation & Abolition) Act. Since they are hired of through the contractor only in connection with the work of 1st Respondent. Therefore, they remain permanent employees of 2nd Respondent and not of the ONGC as alleged and there is no nexus of employee and employer relationship between them and ONGC as alleged. The 1st Respondent gave a contract to the 2nd Respondent for the purpose of providing technical services for its R & T system. The service to be provided were only semi skilled. The repairs and maintenance operation were done by their technical staff. For this work, the 1st Respondent has fixed sum of money to the 2nd Respondent as stipulated in the contract. The concerned employees are engaged only in maintenance work of ONGC through 2nd Respondent where there is no prohibition. The notification mentioned by the Petitioner will not be applicable to the concerned employees. The vacant post in the office will be strictly filled up by open recruitments in accordance with service regulation of ONGC. The claim of the Petitioner for recruitment has no legal basis and they are not entitled to any regularisation under service rules. Between this Respondent and the petition mentioned workmen, there is no employer employee relationship and they are employed by the 2nd Respondent which pays their salary etc. and all service conditions are governed by 2nd Respondent. The concerned employees were terminated consequent upon the enquiry and they were never appointed by this Respondent. The concerned employees have no locus standi to question the contract entered into between the 1st and 2nd Respondent. Even assuming that the contract is not valid one, it does not mean that the Petitioner became the regular employees of the Respondent. Hence, for all these reasons, the 1st Respondent prays that the claim may be dismissed with costs.

5. The 2nd Respondent in its Counter Statement contended that this Respondent is a Govt. of Tamil Nadu Undertaking having its office at Saidapet, Chennai. The object of this Respondent is to take care of the welfare of ex-servicemen. This Respondent sponsored the candidates who are only ex-servicemen to the employment in Government of India Undertakings and public sector undertakings on contract basis. In the year 1994, the 1st Respondent required instrument technicians and requested this Respondent to sponsor candidates. Accordingly, this Respondent sponsored list of persons including the petition mentioned employees. The 1st Respondent arranged interview and selected the concerned employee. In that, this Respondent had no role. After the expiry of contract, their services were terminated. This Respondent is only a sponsoring agency for employment. As such, there is no employer-employee relationship between this Respondent and members of the Petitioner Union. Further, this Respondent is nothing to do with the concerned employees employment with the 1st Respondent. Hence, for all these reasons, this Respondent prays to dismiss the claim against the 2nd Respondent.

6. In these circumstances, the points for my determination are—

(i) "Whether the concerned workmen namely S/Sri C. Kannan, G. Pandarinathan, P. Nagarajan, M. Sambandam, U. Swaminathan, V. S. Bose, N. Subramanian, P. Balasundaram and A. Radhakrishnan are contract labourers of the 1st Respondent Corporation or not?"

(ii) "Whether the termination of workmen is justified?"

(iii) "If not, to what relief they are entitled?"

Point No. 1:—

7. The case of the Petitioner in this dispute is whether the workmen namely S/Sri C. Kannan, G. Pandarinathan, P. Nagarajan, M. Sambandam, U. Swaminathan, V. S. Bose, N. Subramanian, P. Balasundaram and A. Radhakrishanan are contract labourers or not. The contention of the Petitioner is that there is no contract between the 1st and 2nd Respondent namely ONGC and also TEXCO and the 2nd Respondent Texco has only sponsored them along with others to the 1st Respondent and the 1st Respondent alone has interviewed all the persons and selected the Petitioners for the post of maintenance mechanics. On behalf of the Petitioner Sri C. Kannan and P. Nagarajan were examined and on the side of the Petitioners Ex. W1 to W28 were marked and on the side of the 1st Respondent namely ONGC one Mr. M. Mohanraj, Senior Industrial Relation Officer was examined as MW1 and on behalf of the 2nd Respondent one Mr. K. Baskar, Secretary-cum Administrative Officer was examined as MW 2. On the side of the 1st Respondent only one document was marked.

8. Learned counsel for the Petitioner represented that as per section 2(c) of the Contract Labour Act, the contractor means 'a person who undertakes to produce given result for the establishment other than mere supply of goods or articles of manufacture to such establishment through contract labour and who supplies contract labour for any work of the establishment and includes a sub-contractor'. Therefore the ingredients are (i) that there should be a person who undertakes to supply the contract labourers; (ii) there should be an undertaking given by contractor to produce a given result. But in this case, there was no contractor nor undertaking was given by the contractor as mentioned in the Contract Labour Act. In this case, though the 1st Respondent alleged that 2nd Respondent is the contractor to supply labourers, it is clearly established in the evidence and also through documents that the 2nd Respondent has only sponsored the candidates for selection by the 1st Respondent. It is further proved that the 1st respondent namely ONGC has sent a requisition to the 2nd Respondent Texco during February, March and May, 1994 to sponsor candidates for selection to the post of instrument maintenance mechanic. Though MW1 and also the 1st Respondent in its Counter Statement contended that instrument maintenance mechanic is different from instrument technicians, both are one and the same. He further argued that the mechanic and technicians are one and the same as per Dictionary meaning. Further from Ex. W14 which is a letter from Texco to candidates dated 9-5-94, wherein it is stated that for the instrument maintenance mechanics ONGC requires only Instrument mechanics of EME, Air frame fitters of air force, Naval artificiers of Navy will only be considered for selection, which clearly establish that jobs to be carried out by Petitioners are skilled jobs. Though the Respondent/ Management in its Counter Statement contended that these jobs done by concerned employees are semi-skilled, MW1 who was examined in this case on behalf of Respondent has stated that the work done by the concerned employees are unskilled jobs. Further, though the 1st Respondent contended that this work done by the concerned employees were only unskilled jobs and no technical knowledge is necessary for the persons in Ex. W3, which is a chart given to the selected persons namely the concerned employees being the work to be done by them wherein it is mentioned that "it had been decided that one instrument technician would be provided on each drilling rig" and they have not stated one maintenance mechanic was provided. From this, it is clear that instrument technician and instrument maintenance mechanic are one and the same and they purposely wanted to include these persons as instrument maintenance mechanic only because the Central Govt. by notification has prohibited the employees of contract labourers in the category of instrument technicians. Further, from the educational qualification given by the concerned employees which is marked as Ex. W15, it is clearly established that all these employees are qualified and possess Diploma in Mechanical Engineering (DME).

9. It is argued by the learned counsel for the Petitioner that it is established before this Tribunal that after the interview by the 1st Respondent, the candidates sponsored by the 2nd Respondent on various dates, the petition mentioned workmen were selected for the position of instrument technicians and after the selection the 1st Respondent gave them on the job training in the drilling rigs, which is evident from Ex. W16. If really, the petition mentioned workmen did not require any qualification or any experience as alleged by MW1 for the unskilled job there need not be any condition that only the persons who have qualified as instrument mechanic of EME, Air frame fitters of Air force, Naval Artificers of Navy alone are to be considered for selection. In this case, though the 1st Respondent alleged that there is a contract between the 1st Respondent and 2nd Respondent, the 1st Respondent has not specifically pleaded when the contract was entered into and what was the terms and conditions of the said contract. Further, before the conciliation or before the High Court, the 1st Respondent has not taken the stand that contract between the 1st and 2nd Respondents is only a oral contract but strangely, it has taken a stand before this Tribunal that it is only an oral contract. Even assuming for argument sake that there was oral contract as alleged by the 1st Respondent, the 1st Respondent has not established the same before this Tribunal, but the 2nd Respondent has clearly stated that there is no contract between the 1st and 2nd Respondents for the supply of labourers, on the other hand, the 2nd Respondent has only sponsored the candidates for interview and selection by the 1st Respondent. Under such circumstances, the burden

of proving the fact that there is a contract between the 1st and 2nd Respondents is upon the 1st Respondent, but nothing has been done by the 1st Respondent to establish this fact of contract only because there is a prohibition in the notification issued by the Government of India dated 8-9-94 for employment of contract labour in the category of instrument technician, they have stated that they are instrument maintenance mechanics and there was a contract between the 1st and 2nd Respondents to supply these mechanics to the 1st Respondent and therefore, it is only an afterthought of 1st Respondent to wriggle out the situation.

10. But, as against this learned counsel for the 1st Respondent contended that the workmen concerned were engaged as instrument maintenance mechanics and not instrument technicians & helpers and both these jobs are different and job nature, description, duties & responsibilities are differ from the other. Therefore, the job prohibited under the notification is not the work done by the workmen and therefore, the contract is a valid and subsisting one, until the same was terminated on 31-12-2001. It is admitted and also established through documents produced by the Petitioner and Respondents that concerned workmen were called as instrument maintenance mechanics. Though they have stated only to circumvent the notification issued by the Government of India, they were called as instrument maintenance mechanics instead of instrument technicians, there is no satisfactory evidence to substantiate this contention. It is the evidence of 1st Respondent that there was a contract between the 1st and 2nd Respondents. Though there is no written contract, the factum of contract between the 1st and 2nd Respondent is not disputed by the contesting parties in this case. From Ex. W13 and W14 which are copies of letters from the 2nd Respondent to the 1st Respondent dated 4-3-1994 and a copy of letter from 1st Respondent to the candidates dated 9-5-94, wherein it is clearly stated that the appointment has been done only by the 2nd Respondent and they are employees of the 2nd Respondent. It is also clearly established that payment of wages has been disbursed by the 1st Respondent through the 2nd Respondent and the provident fund and other statutory deductions had been made by 2nd Respondent. They have clearly admitted that their employment is with the 2nd Respondent and therefore, it cannot he disputed that there is relationship of master and servant between the concerned employees and the 2nd Respondent. There is no prohibition that a contract cannot be a oral contract. The only thing is that it has to be proved in a manner known to law. Here, in this case, all the witnesses including WW1 and WW2 have admitted that there is a contract between the 1st and 2nd Respondent. Only because of that there is no written contract, it cannot be said that concerned workmen are workmen under the 1st Respondent. The concerned workmen have not contended that contract is a camouflage, but their contention is only that there is no contract at all between the 1st and 2nd Respondent, but the evidence adduced and the documents produced by them clearly establish the fact that there is a contract between the 1st and 2nd Respondent. Under such circumstances, it cannot be said that the concerned workmen are workmen under the 1st Respondent. On the other hand, it has to be held that the concerned employees are contract labourers. Learned counsel for the 1st Respondent further relied on the rulings reported in 1960 I LLJ 351 EXPRESS NEWSPAPERS LTD. EMPLOYEES' UNION Vs. EXPRESS NEWSPAPERS PVT. LTD., MADRAS, wherein the Division Bench of the Madras High Court has held that *"Industrial Tribunal is not a Court of general and residuary jurisdiction, but is a Tribunal with specific jurisdiction circumscribed by the terms of an order of reference and the same has been upheld by Supreme Court in the case of EXPRESS NEWSPAPERS LTD. Vs. THEIR WORKMEN reported in 1962 II LLJ 234."* Therefore, this Tribunal has to decide only the issue referred to it and matters incidental thereto and the Tribunal cannot go beyond the terms of reference. Further in the case of UTTAR PRADESH STATE ELECTRICITY BOARD Vs. INDUSTRIAL TRIBUNAL 2002 (2) LLN 41, the Allahabad High Court while dealing with the dispute relating to dismissal raised by contract workers, wherein the Tribunal passed an award directing that all the workers should be absorbed as regular staff of State Electricity Board, the Allahabad High Court quashed the award on the ground that it was only the Govt. which had powers to abolish the contract labour and not the Tribunal and hence set aside the award passed by the Tribunal. In this case, the specific issue for reference is whether the concerned workmen are contract workmen or not. If this issue is decided in affirmative, then this Tribunal need not go into the question with regard to other issue namely whether the termination of workmen is justified or not ? Since it is established by the Respondent that there was a contract between 1st and 2nd Respondent and since it is also established that these workmen were sent by the 2nd Respondent concern, it has to be decided that the concerned workmen are contract labourers.

11. But, again on behalf of the Petitioner, it is contended that if really the concerned employees are contract labourers, and if really the 2nd Respondent has sent these persons as contract labourers to the 1st Respondent, then the 1st Respondent need not terminate the services of concerned employees, on the other hand, it is evident from the documents produced by the Petitioners that 1st Respondent alone has terminated the services of concerned employees from 1-1-2002. Even MW1 has admitted that on 31-12-2001, they have terminated the services of these employees and informed the same to the 2nd Respondent under Ex.W20. This clearly establishes the fact that 1st Respondent alone has used the power to engage or disengage the services of the concerned employees, which also establishes that fact that there is no

contract for supplying contract labourers and ONGC was selecting and terminating the services of these employees and because of the notification used under Section 10(1) prohibiting the employment of contract labour in this category, the 1st Respondent could not enter into any spew contract with the 2nd Resporident. Further, the 2nd Respondent clearly stated that they have not entered into any contract for supply of labourers to the 1st Respondent. On the other hand, they have clearly stated that except sponsoring the candidates they did not do any other work.

12. I find much force in the contention of the learned counsel for the Petitioner. Further, learned counsel for the 2nd Respondent has also argued that the work done by the concerned employees was supervised by the 1st Respondent and termination of the services of concerned employees was done by the 1st Respondent on 31-12-2001 w.e.f. 1-1-2002 and they have not intimated the same to the 2nd Respondent. In these circumstances, it is to be noted that though MW1 has stated that they have informed the same to the 2nd Respondent, they have not produced any letter to that effect. On the other hand, the officials of 1st Respondent alone has terminated the services of the concerned employees.

13. Learned counsel for the Petitioner further contended that no doubt, it is admitted that wages were paid by the 2nd Respondent, but on that ground, it cannot be said that there is no employer-employee relationship with the 1st Respondent. Learned counsel for the petitioner further contended that even the Supreme Court and High Courts have held in various decisions that paying wages by third party, it cannot be said there is no employer-employee relationship, for which he relied on the rulings reported in 1995 I LLJ 951 KERALA STATE COIR CORPORATION LTD. Vs. INDUSTRIAL TRIBUNAL AND OTHERS wherein the Kerala High Court has held that "the word employed in Section 2(s) of the I.D. Act would postulate a master and servant relationship, no matter who supplied the person employed. The test of employment is whether the person employed is under the control and supervision of the employer. Mode of payment whether it was direct or through any other agency does not normally determine the status of the person as workmen. In that case, the High Court of Kerala has further held that there is no dispute that 11 persons were rendering security service and it was Kerala State Coir Corporation which allotted the work to the 11 persons and controlled them and decided the nature of work they had to render. The society's role was only to supply the persons to do the work. In such as situation those persons would be workmen falling within the purview of Section 2(s) of I.D. Act." Learned counsel for the Petitioner also relied on the decision reported in 1957 I LLJ 477 DHARANGADARA CHEMICALS Vs. STATE OF SOWRASHTRA AND OTHERS, wherein also the Supreme Court has held that "the nature or extent of control which is requisite to establish the relationship of employer and employee must necessarily vary from business to business and is by its very nature incapable of precise definition. The correct method of approach therefore would be to consider whether having regard to the nature of work, there was due control and supervision by the employer." He also relied on the rulings reported in 1973 SCC L & S 506 HUSSAINBHAI Vs. THE ALATH FACTORY THEZHILALI UNION, wherein the Supreme Court has held that "true test is where a worker or group of workers labour to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill and continued employment. If he for any reason, chokes off the worker is virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is for no consequence, when on lifting the veil or looking at the conspectus of factors governing employment, the naked truth is discerned and especially since it is one of the myriad devices resorted to by the management to avoid the responsibility when labour legislation casts welfare obligations on the real employer based on Articles 38, 32,42, 43 and 43A." Learned counsel for the Petitioner further relied on the rulings reported in 1999 II LLN 612 SECRETARY, HARYANA STATE ELECTRICITY BOARD Vs. SURESH AND OTHERS wherein the Supreme Court has held that "overall control of working of contract labour including administrative control remaining with the board..... On Lifting the veil is clear that there was not contract system with the Board as work was of perennial in nature and the contractor has to be kept out and the so called contract system was only a camouflage and the employer-employee relationship is easily visualised and the employees who have worked for more than 240 days in a year are entitled to be absorbed permanently in the Board." Relying on these decisions, learned counsel for the Petitioner contended that it is only the 1st Respondent who supervised the work of the concerned employees and it is only the 1st Respondent who has directed the concerned employees to do the said work and at no point of time, the 2nd Respondent has come into picture and it has only sponsored the concerned employees to the 1st Respondent and the 1st Respondent alone has interviewed and selected the persons sponsored by the 2nd Respondent. Therefore, at no stretch of imagination, it can be said that the 2nd Respondent has supplied contract labourers to the1st Respondent.

14. Here again, I find much force in the contention of the learned counsel for the petitioner. Though the 1st Respondent contended that the concerned employees are contract labourers and these labourers were supplied by the 2nd Respondent and the 2nd Respondent alone is the master for the concerned employees, from the evidence adduced on either side and also the documents produced on either side, it is clear that the 2nd Respondent has done

only sending of names of the persons, who had qualified for the selection of the technicians or mechanics. Under such circumstances, it cannot be said that the concerned employees are contract labourers. As such, I find this issue in favour of the petitioners.

15. The next point to be decided in this case is—

"Whether the termination of these concerned employees is justified?"

16. In view of my finding that the concerned employees are not contract labourers supplied by the 2nd Respondent, it is proved that concerned employees were employed by the 1st Respondent alone. In this case, the 1st Respondent has not stated that they had followed the provisions under Section 25F of the I.D. Act before terminating the services of concerned employees and therefore, it is held that the termination of the concerned employees is not justified and not according to the provisions of I.D. Act.

Point No. 3 :—

The last point to be decided in this case is to what relief the concerned employees are entitled ?

17. In view of my foregoing findings that the concerned employees are not contract labourers as alleged by the 1st Respondent and in view of my findings that the termination of concerned employees are in violation of Section 25F of the I.D. Act, I hold the concerned employees are entitled to reinstatement as prayed for by the Petitioner union. Therefore, I direct the 1st Respondent/Management to reinstate the concerned employees into service with cotinuity of service. But, with regard to back wages, since it is not established before this Court that the concerned employees have not done any work after their termination at any place I find the concerned employees are entitled to half of the back wages. No Costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th March, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the 1st Party/Claimant	:	WW1 Sri C.Kannan WW2 Sri P. Nagarajan
For the Respondent/ Management	:	MW1 Sri M.Mohan Raj MW2 Sri K. Baskar

Documents Marked :—

For the Petitioner/I Party :—

Ex. No.	Date	Description
W1	24-05-96	Xerox copy of the policy of hiring instrument technician
W2	01-03-94	Xerox copy of the letter from 1st Respondent to 2nd Respondent
W3	Nil	Xerox copy of the circular of 1st Respondent regarding Routine daily checks to be carried out.
W4	Nov. 97	Xerox copy of the report on manpower assessment of Cauvery Project
W5	9/10-3-99	Xerox copy of the circular issued by ONGC
W6	14-09-99	Xerox copy of the call letter to Sri Sankar from Respondent
W7	01-01-00	Xerox copy of the office order
W8	01-01-02	Xerox copy of the minutes of meeting before Assistant Commissioner of Labour (Central)
W9	16-01-02	Xerox copy of the letter from RLC
W10	06-10-01	Xerox copy of the counter affidavit filed before High Court by the Respondent
W11	26-02-03	Xerox copy of the order of High Court
W12	30-01-04	Xerox copy of the failure of conciliation report
W13	04-03-94	Xerox copy of the letter from 2nd Respondent to 1st Respondent
W14	09-05-94	Xerox copy of the letter from 2nd Respondent to candidates
W15	Nil	Xerox copy of the bio data of Petitioners
W16	18-05-95	Xerox copy of the communication regarding deployment and training of instrument technicians
W17	08-09-94	Xerox copy of the notification.
W18	01-01-02	Xerox copy of the letter to RLC
W19	05-01-02	Xerox copy of the note from 2nd Respondent to ALC
W20	01-01-02	Xerox copy of the message from ONGC to sites
W21	08-03-02	Xerox copy of the letter from TEXCO to RLC
W22.	20-06-02	Xerox copy of the daily reports.
W23	Nil	Xerox copy of the counter affidavit filed by TEXCO
W24	Nil	Xerox copy of the reply affidavit of Petitoners
W25	05-08-02	Xerox copy of the written arguments submitted by Petitioner before High Court in W.P.
W26	07-10-03	Xerox copy of the letter from General secretary to Assistant Commissioner of Labour (Central)
W27	27-09-99	Xerox copy of the order of High Court in W.P. 15897/99
W28 series		Xerox copy of the documents to show payment made to Sri P. Nagarajan for various periods by TEXCO.

For the II Party/Management:—

M1	16-05-94	Xerox copy of the letter from 2nd Respondent to 1st Respondent.

Printed by the Manager, Govt. of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.